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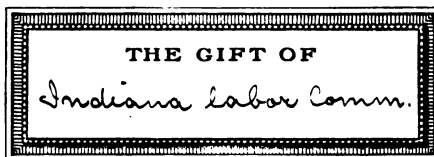
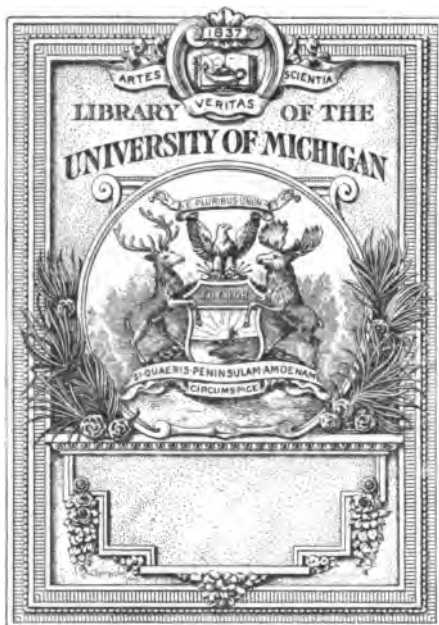
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SEVENTH BIENNIAL REPORT

OF THE

Indiana Labor Commission

1909-1910

CHARLES F. WOERNER

HARRY H. SLOUGH

, Commissioners

INDIANAPOLIS:

WM. B. BURFORD, CONTRACTOR FOR STATE PRINTING AND BINDING

1911

THE STATE OF INDIANA.

EXECUTIVE DEPARTMENT.

January 4, 1911.

Received by the Governor, examined and referred to the Auditor of State for verification of the financial statement.

OFFICE OF THE AUDITOR OF STATE,

INDIANAPOLIS, January 4, 1911.

The within report, so far as the same relates to moneys drawn from the State Treasury, has been examined and found correct.

W. H. O'BRIEN,
Auditor of State.

JANUARY 9, 1911.

Returned by the Auditor of State, with above certificate, and transmitted to Secretary of State for publication, upon the order of the Board of Commissioners of Public Printing and Binding.

MARK THISTLETHWAITE.
Secretary to the Governor.

Filed in the office of the Secretary of State of the State of Indiana, January 7, 1911.

L. G. ELLINGHAM,
Secretary of State.

Received the within report and delivered to the printer January 7, 1911.

A. E. BUTLER,
Clerk Printing Board.



The Seventh Biennial Report
OF THE
Indiana Labor Commission
FOR THE
YEARS 1909-1910

To the HONORABLE THOMAS R. MARSHALL,
Governor of the State of Indiana:

Dear Sir—Herewith please find the Seventh Biennial Report of the State Labor Commission:

On account of there being no system of notification to the Labor Commission of strikes and labor disturbances, it is impossible to recite all the controversies occurring during the biennial period.

The Commission must depend upon newspaper reports and hearsay for its information when and where labor disturbances occur. For this reason numerous small strikes are never heard of by the Commission, or else information is received too late to take any action. It is the policy of the Commissioner to follow the letter of the law, and go at once to the place of trouble when information is received in any manner. The commission also endeavors to inculcate a conservative spirit among employes and employers, a disposition to settle their grievances and disputes without resorting to the strike policy. How well this policy is being accepted is evidenced by the fact that only one small strike has occurred between the first of May and the 25th of October of this year.

The greater per cent. of strikes occurring during this biennial period where recognition of the union was involved, have been lost to the unions. However, we believe the loss will result to the benefit of the labor organizations, as the reorganization that will be effected will be generated by wiser heads and on more conservative and businesslike methods. Many employers admit that a well conducted labor organization is preferable to deal with than the single individual, but insist on honest, fair, business methods.

The past two years have been busy ones for the Commission, and for the first time during its existence has been called on to join interstate conferences. During July and August of 1909, the Labor Commissions of all the six States touching the Great Lakes were called together in joint sessions at Chicago, Detroit and Cleveland, in an effort to bring about a settlement of the lake seamen's strike, involving seamen and cooks employed by the Lake Carriers' Association. The Lake Carriers' Association controls all the freight carrying vessels on the Great Lakes. The United States Steel Company owns seventy per cent. of such freight tonnage, and was the dominating factor in this, the greatest labor struggle in this country in recent years. A full report of these conferences appears in the following pages.

During September, 1909, the Indiana Commission met in Pittsburg the Commissions of Ohio, Pennsylvania and West Virginia, in an attempt to bring about an end to the strike of the Amalgamated Association of Iron, Steel and Tin Workers, in force at all the plants of the American Sheet and Tin Plate Company, in Indiana, Ohio, Pennsylvania and West Virginia.

The parties representing the Tin Plate Company, at Pittsburg, declined to meet with the joint Commission, and even refused an audience with a committee representing such Commission; consequently nothing was accomplished. This report tells of the termination of the above mentioned strike.

In December, 1909, a National Association of State Labor Commissions was formed in Washington, D. C., and quite a number of States were represented. Much interest was manifested. It was the general opinion that the organization would prove of much value to the various States participating in the future.

The general industrial conditions in our State are exceptionally good. There has not been any strikes since the first of June, 1910, and the Commission knows of no prospect of any during the remaining months of the year. Labor is pretty generally employed, and the demand for skilled artisans cannot be met.

The Commission suggests the advisability of enacting a law that will make it obligatory on the part of some one in each county and municipality to advise this department when a strike occurs, or if possible, when contemplated.

Following appears a detailed account of expenditures for the fiscal years 1909 and 1910:

SUMMARY OF EXPENDITURES FOR 1909.

Commissioners' salaries	\$3,600 00
Secretary's salary	600 00
Hotel bills	235 05
Railroad fares	298 10
Street car fares	4 25
'Bus fares	6 75
Livery hire	3 00
Telegrams and long distance phones	13 92
Newspapers	12 48
Toilet supplies	6 00
Central Union Telephone Company	40 00
Indianapolis Telephone Company	40 00
Stamps	45 00
Printing and stationery	20 06
Express	1 54
Stenographic work	2 75
Typewriter repairs	50
Office chair	11 00
Repairing locks	3 30
Total expenditures	\$4,943 70
Balance turned into State Treasury	56 30

SUMMARY OF EXPENDITURES FOR 1910.

Commissioners' salaries	\$3,600 00
Secretary's salary	600 00
Hotel bills	269 90
Railroad fares	253 70
Street car fares.....	6 70
'Bus fares	3 65
Telegrams and long distance phones	15 23
Newspapers	11 61
Toilet supplies	6 00
Central Union Telephone Company	40 00
Indianapolis Telephone Company	40 00
Stamps	30 00
Printing and stationery	15 05
Typewriter	69 75
Stenographic work	2 00
City Directory	6 00
Awning for window	5 00
Total expenditures	\$4,974 59
Balance turned into State Treasury	25 41

Most respectfully submitted,

CHARLES F. WOERNER,
HARRY SLOUGH,
Labor Commissioners.

Detailed Statement of Investigations and Settlements.

GLASS WORKERS, CICERO.

On June 1, 1908, the Indiana Bottle and Glass Company, located at Cicero, Indiana, put out their fires, shut down their plant for the summer season, with the intention of resuming work on November 1, 1908. The company had in its employ sixty-two blowers, all union men. These men were members of Branch No. 67, of the Glass Blowers' Association of the United States and Canada.

It was the intention of the company to re-employ all of the men laid off when they started the fires on November 1, to resume work, and sent the following letter to them :

CICERO, IND., June 16, 1908.

Mr. Charles Heinrich, Cicero, Indiana :

Dear Sir—We desire to advise you that we have a place for you next season if you care to remain with us. Please call at the office within the next few days and let us know whether or not you will be here next blast. In giving you the place we are obliged to reserve the right to ask you to release same without expecting a notice if we find it necessary to make additional changes. We do not, however, anticipate any changes will be necessary, as we have gone into the matter very thoroughly before giving out the places.

Yours truly,

Dict. W. H. H.

INDIANA BOTTLE AND GLASS COMPANY.

The receipt of the above letter naturally caused the men to remain in Cicero, awaiting the time designated for the resumption of work.

Some time later the company concluded that the financial condition of the country and its effect upon their product did not justify them in paying the union scale of wages, and issued the following communication to all of the employees receiving their first notification :

CICERO, IND., September 10, 1908.

Mr. Frank Chamberlain, Cicero, Indiana :

Dear Sir—We are very sorry to be obliged to advise you that on account of the non-development of business we shall not require your services next season. We are notifying all blowers who hired with us for the coming season.

Very truly yours,

INDIANA BOTTLE AND GLASS COMPANY.

The company then invited the apprentices to come to work November 4, the day they started the fires for the coming season. They failed to respond to the call.

The Labor Commission took up the matter in an effort to adjust the differences and called upon the company's official, Mr. E. M. Hinshaw. He said: "We regret very much the action we have been compelled to take in this matter, but the financial condition throughout the country at this time is very bad, and its effect upon our product is so great we find we shall be unable to pay the union scale. Our factory is now running with a full force of employes, on full time, and we do not anticipate trouble of any kind whatsoever. We have been running four weeks and expect to continue so for the remainder of the season."

Messrs. Charles Roos, president, and Clark S. Wilson, secretary-treasurer of Branch No. 67 of the Glass Bottle Blowers' Association of the United States and Canada, said:

"Branch No. 67 has a membership of eighty journeymen and apprentices, and none of these men are now in the employ of the company. Only about half of the locked-out men have been able to find employment at their trade elsewhere. This was, no doubt, due to the lock-out coming so late in the season. Most of the large concerns have already signed with their men for the coming season. Then, too, the men having hired with the company for the winter season, with the almost positive assurance of work, made it impossible to seek employment elsewhere without a breach of contract."

The Indiana Bottle and Glass Company has been partly destroyed by fire since the Commission's investigation and nothing further can be done.

THE GREAT LAKES DISPUTE.

During the season of navigation of 1908 there were constantly recurring rumors of disturbances in the nature of strikes on the Great Lakes, caused by the inauguration of an "open shop" policy by the Lake Carriers' Association of vessel owners, and that association's refusal to renew trade agreements with the organizations of its members' employes, which had been in vogue for several years. When the season of navigation of 1909 opened this disturbance crystallized and became in reality a strike.

EFFORTS FOR SETTLEMENT.

Early in May the Secretary of the Ohio State Board of Arbitration formally invited the arbitration boards of the six States border-

ing on the Great Lakes to participate in a joint conference for the purpose of undertaking mediation or conciliation in this dispute. All of the state boards acquiesced in the recommendation, or suggestion, and met in formal conference at the city of Chicago on May 11th. It was found that none of the executive officers or authorized representatives of either employers or employes were at that time located in Chicago. Consequently the only action taken at the Chicago conference was the formal organization of the boards represented into what might be termed a joint board of mediation and conciliation, and arrangements were made for continuing such organization until the conference had either accomplished its object or exhausted its efforts.

The first formal action after organization was the extending of an invitation to the executive officers of the Lake Carriers' Association (which practically controls all of the tonnage on the Great Lakes involved in the dispute) and to the executive officers of the several labor organizations involved to meet in separate conferences with this joint board, and the fixing of the next place of meeting, at the city of Detroit, Michigan, May 18th. When the joint board reconvened at Detroit, on May 18th, the representatives of the employes, in the persons of Mr. William F. Yates, National President of the Marine Engineers' Beneficial Association, and Mr. Victor Olander, Chairman of the Joint Executive Committee of the Seamen's Union, the Cooks' and Stewards' Union and the Firemen, Oilers' and Water Tenders' Union, together with officers of the several separate unions, presented themselves for conference, as requested. The members of the Lake Carriers' Association were neither represented, nor did they acknowledge having received the formal invitation from Chicago. The representatives of the employes presented a voluminous and apparently very complete written statement of their interpretation of the existing difficulty, and the reasons for their position.

The following statement was issued by the joint conference of boards at their conclusion of the Detroit meeting on May 20th:

The conference of the state boards of arbitration, which has been in session in the city of Detroit since Tuesday morning of the present week, for the purpose of effecting, if possible, a conciliation and amicable adjustment of the dispute existing on the Great Lakes, desires to make this, the first formal statement of their deliberations.

The conference is composed of the State Boards of Arbitration and Mediation of all the States bordering on the Great Lakes, viz., New York, Ohio, Indiana, Illinois, Wisconsin and Michigan.

By reason of the great interests affected within these States, occa-

sioned by the present dispute between the employers and the employed, and for the further reason that no one state board could possibly assume jurisdiction over a matter of commerce touching the various States, and in the absence of any legal method of Federal intervention, it was deemed that the situation was so large in its character that only by the best thought and concerted action along the lines of conciliation and mediation by the various boards could a successful and amicable restoration to normal conditions be obtained.

To this end the boards of arbitration and mediation called a meeting in the city of Chicago, on the 11th and 12th inst., to discuss ways and means looking to an amicable adjustment of the conditions in dispute on the Great Lakes. The Chicago meeting was adjourned to meet at Detroit, and an invitation was formally extended, by letter, to the executive officers of the Lake Carriers' Association and the association of employes, parties to or involved in the dispute. The various executive officers of the various associations of employes have appeared before the joint conference of the various boards of arbitration and have presented what they believe to be the essential points in dispute.

The executive officers of the Lake Carriers' Association, through William Livingstone, President, declined to appear before the joint conference. Mr. Livingstone, however, sent to the joint conference, and simultaneously furnished the press with a short statement relative to the situation as viewed by the executive officers of the association.

The general public is entitled to know that this joint conference has not powers of arbitration, neither can it exercise enforced attendance before this conference, and in order that the general public interested may understand the position of the joint conference clearly, we desire to say that our appearance in this dispute is actuated by the great interests involved, and that we appear merely as a board of conciliation and mediation, in an earnest effort to bring about a conference between the executive officers of the Lake Carriers' Association and the various associations of the employes.

In so far as this general conference has been able to secure information on the one hand by personal appearance, from verbal testimony and exhibits on the part of the various associations of the employes, and on the other hand the written statement of William Livingstone, President of the Lake Carriers' Association, there is on several vital points involved in this dispute a great variance of construction or understanding of the terms and conditions of employment existing on the Great Lakes, as understood by the separate parties to this controversy. It is but fair to state, however, that each of the executive officers of the various associations of the employes have expressed a sincere desire to meet with the executive officers of the Lake Carriers' Association, to discuss the essential matters in dispute, and have approved of the efforts made by the joint conference of the various state boards of arbitration to bring about, as speedily as possible, such a conference.

It would defeat the purpose of this conference, acting as a board of conciliation and mediation, to make public at this time the essential points in difference between the parties, but this joint conference is greatly impressed with the misunderstandings upon material and essential points in

this dispute from the statements given which are so widely different that both parties engaged might well reconcile these differences and misunderstandings if they would agree to a joint conference between the executive officers of the Lake Carriers' Association and the various associations of employes.

We believe that the first essential point in the amicable adjustment of any relation in life, which may be in dispute, is engendered by a conference between the parties at difference and a well directed intention to have the parties reason together.

We have been astonished in this situation, affecting the large interests which it does, to learn from the executive officers of the Lake Carriers' Association and the various associations of the employes, that there has not been a single conference held since the inception of this dispute. It is not within the province of this joint conference of boards of arbitration to fix the responsibility for that unfortunate condition, but in order that the interests of the general public may be best conserved we desire to indicate that it is the firm purpose of this joint conference of the boards of arbitration to use every means within our power to bring about such a conference between the Lake Carriers' Association and the various associations of the employes.

In furtherance of that plan the joint conference of the boards of arbitration has this day, by the following telegram, urgently invited the co-operation of the National Civic Federation:

"Detroit, Mich., May 20, 1909.

"Honorable Ralph M. Easley, Chairman Executive Committee of the National Civic Federation, New York City:

"The Boards of Arbitration, Mediation and Conciliation of the States of Ohio, Illinois, Indiana, Michigan, Wisconsin and New York, assembled in joint conference in the city of Chicago, May 11th, and are at present in session at the city of Detroit, Michigan, seeking conciliation in the existing dispute on the Great Lakes, between the Lake Carriers' Association and the several associations of employes involved. This conference is of the opinion that further and continued efforts to effect a settlement should be made, and to that end invite the co-operation and assistance of the National Civic Federation."

This telegram is signed by the representatives of all the boards represented in the conference.

Awaiting advice from the National Civic Federation, the joint conference of the boards of arbitration has selected subcommittees to carry out certain specific instructions of the conference and to report back to a future joint conference, to be held at a selected time and place between the various boards of arbitration of the States named and the National Civic Federation.

Until such conference is held, it is not the present purpose of this conference to make known any of its findings or deliberations other than have been briefly pointed in this statement.

Chief Mediator Lundrigan, of New York, was appointed a sub-committee of one to personally take up the subject with the National Civic Federation, as outlined in the foregoing statement, with the result that, through the efforts of President Seth Low and Chairman of the Executive Committee Ralph M. Easley, of the National Civic Federation, a conference was arranged for a "meeting between prominent vessel owners, the President of the National Civic Federation and the members of the Joint Conference of Arbitration Boards," to use the exact text of the telegram by which the arrangement was perfected. This meeting was held at the city of Cleveland, on June 1st, in the office of the Pittsburg Steamship Company, and was attended by the joint conference of arbitration boards, President Seth Low, of the National Civic Federation, and about ten prominent vessel owners who, it was understood, were all individual members of the Lake Carriers' Association. Mr. H. Coulby, President of the Pittsburg Steamship Company, acted as spokesman for the employers represented, and made a somewhat lengthy statement and explanation of what he considered to be the position and policy of the vessel owners generally, and I think it might be said, the Lake Carriers' Association, although that official designation was not used. Summed up, his statement practically reaffirmed the statement furnished to the conference by President William Livingstone, of the Lake Carriers' Association, during the meeting at Detroit, which is reproduced in the following pages, with the addition that he most positively and emphatically stated, and all those present apparently concurred in the statement, that under no circumstances, or for any purpose dealing with terms and conditions of employment, would he or they confer with the representatives of the employees' organizations. In view of this attitude of the employers, the Cleveland conference issued the following statement:

CLEVELAND, OHIO, June 1, 1909.

The undersigned held an informal conference this afternoon with Mr. Coulby, President of the Pittsburg Steamship Company, and other leading vessel owners of Cleveland, as a result of which we feel justified in making the following statement:

There is no prospect whatever that the attitude of the Lake Carriers' Association, as recently defined by President Livingstone, of that association, will be changed, and it must be taken as certain that the association will not confer with the representatives of organized labor, nor modify its attitude on the subject of employing labor.

Under these circumstances, we are satisfied that any further efforts on the part of this conference to effect conciliation would be futile and useless.

SETH LOW,

President National Civic Federation.

JOHN LUNDRIGAN,

New York State Board of Arbitration.

C. J. DOYLE,

Illinois State Board of Arbitration.

B. F. SHADLEY,

Illinois State Board of Arbitration.

FREERICK KLUMP,

Michigan State Board of Arbitration.

EDWARD W. FROST,

Wisconsin State Board of Arbitration.

JOHN HUMPHREY,

Wisconsin State Board of Arbitration.

CHARLES F. WOEBNER,

Indiana State Board of Arbitration.

JOSEPH BISHOP,

Ohio State Board of Arbitration.

After adopting a resolution that "the several State Boards represented in this conference are authorized to use their own judgment in making up official reports or statements of the transactions, occurrences and information acquired through our several meetings, and to make such recommendations as seem to them proper in the premises," the joint conference of state boards of arbitration then adjourned *sine die*.

THE POINTS IN DISPUTE.

The Indiana Commission is not in a position to pass judgment upon the accuracy of statements of facts made by either party, nor does it desire to express any opinion upon the merits of the controversy. Simply for the purpose of revealing the points in dispute and the contentions of each side, the following documents are here reproduced, these constituting, perhaps, the best evidence on these points.

The first of these is the written statement made by Mr. William F. Yates, National President of the Marine Engineers' Beneficial Association, to the joint conference of arbitration boards at Detroit:

For several years prior to 1907, representatives of this organization had met the executive committee of the Lake Carriers' Association and discussed matters affecting the engineers, such as wages, board, transportation, etc.

In the spring of 1907, our representatives met the executive committee of the Lake Carriers' Association and afterward met the superintendent

ing or shore engineers of the larger interests connected with the L. C. A. An agreement was reached, and early in that year a contract was signed by the chairman of the executive committee of the Lake Carriers' Association and our representatives which was to, and did, govern conditions of employment for engineers during 1907.

Early in January, and again in February, 1908, the chairman of the executive committee of the Lake Carriers' Association said to our representatives that "We will not be ready to meet the representatives of organized labor before the middle or latter part of March."

For several years prior to this, the engineers employed in the Pittsburg Steamship Company had the promise, held out to them by the general manager of the company, that "If you men will deal with me as individuals I will do better by you than if I have to deal with your representatives through the executive committee of the Lake Carriers' Association."

The engineers in the Pittsburg Steamship Company usually begin work in the latter part of February or fore part of March, but business conditions were so unsettled in the early part of 1908 that the probable requirements as to tonnage for the season was extremely uncertain. One result of this uncertainty was that the engineers of the Pittsburg Steamship Company, tempted by the promise held out in former years, and feeling that they had lost a month or more of the season, got together in April and agreed to meet, or, if you please, to seek an interview with the manager of the Pittsburg Steamship Company; the result of this meeting, and the conference with the manager was they signed a so-called contract in which they subscribed to the open shop policy and agreed to co-operate with the owner in putting it into effect.

At the time this contract was signed by the men, the executive committee of the Lake Carriers' Association was in session in Cleveland. On April 10th, our representative got into communication with Mr. Livingstone, the chairman, who informed our representative that he (Mr. Livingstone) would not be able to talk business with him until late that afternoon. In the meantime the manager of the Pittsburg Steamship Company had secured the signatures of the chief engineers in his line to the so-called contracts, and this fact was communicated to the executive committee of the Lake Carriers' Association, who thereupon announced their declaration in favor of the open shop principle and all members of the Lake Carriers' Association were compelled to insist upon the signing by their employees of the so-called contract.

During the season of 1908, practically every marine engineer employed was interviewed on the question of the so-called open shop contract, and they were practically unanimous in their condemnation of same.

In the latter part of April, after the first of the contracts had been issued, the question of their approval or disapproval was put up to all of the subordinate associations on the Great Lakes and their condemnation of same was practically unanimous.

Our executive committee for the Great Lakes District and other executive officers took a strong stand in opposition to the so-called individual contract containing unfair conditions, and this stand has been sustained by the Lake Conference and the National Convention. Our position from now on may be stated as follows:

The organization is not engaged in a struggle to impose unfair conditions upon the owner, but the organization does insist that engineers have the right to nominate conditions under which they will accept employment.

Employment for engineers and the length of the season depend upon the need of the owner for the services of an engineer, and this latter depends entirely upon business conditions.

The signing of the so-called contracts will no more insure employment for the season of 1909 than it did for the season of 1908, when many of those who had signed contracts containing unfair conditions were unemployed during the larger part, or all, of the season.

There are some features contained in the individual contracts that have been offered, and in some few cases signed, to which there can be no reasonable objection, but there are other features which cannot be lived up to by the signer without violating his oath as a licensed officer.

Members of this organization should also remember that no affiliation is possible with other bodies of organized labor, as we have no right to enter into a combination which would be, in effect, a hindrance to commerce. On the other hand, we have not only the right, but it is our duty to insist upon the employment of competent men in all branches of the engineers' department.

The oath of a licensed officer is equally binding in the direction of preventing an improper combination with other bodies of organized labor, or entering into an unholy alliance with an owner.

In order to avoid any misunderstanding on the part of our membership, a circular letter was issued during the month of September, 1908, calling attention to the fact that all subordinate associations, and practically all members, had denounced the so-called personal contracts containing the open shop and other unfair conditions, and nominating conditions under which members might accept employment or engagements for the season of 1909. About the close of navigation, the Pittsburg Steamship Company sent out contracts for the engineers to sign for the season of 1909. These contracts contained provisions even more obnoxious than those issued in April last, and which no licensed officer could live up to without violating his oath as a licensed officer, and which would consequently subject him to discipline by the Inspection Service. Some few engineers signed these later contracts, and some of those who signed have since repudiated them, so that as the matter stands today a very small percentage of the engineers on the Great Lakes have signed contracts for the season of 1909.

Following are two of the forms of personal contract referred to in the letter above, the one being the form adopted by the Lake Carriers' Association, the other the form used by the Pittsburg Steamship Company for the season of 1909:

Official Form of Contract Adopted by Lake Carriers' Association.

You are appointed as chief engineer from such time as she may be put into commission of the Steamer, with wages at the rate of dollars per month for the time she shall be in commission, and you shall serve upon the understanding that your services may

be dispensed with at any time for reasons satisfactory to the management. And it is understood that all departments of this ship will hereafter be conducted in each department upon the open shop principle, and your co-operation will be required in carrying out this principle.

Your acceptance will be the agreement on your part as above, the understanding in connection with this being that the same conditions regarding transportation to and from the boat and board when fitting out away from home are to apply as heretofore.

Form Used by Pittsburg Steamship Company.

You are hereby appointed for the season of 1909 chief engineer of our Steamer at rate of salary of per month, upon the following terms:

That the company reserves the right to dispense with your services at any time for reasons satisfactory to it.

That you faithfully abide by and co-operate in carrying out the rules and regulations of the company in respect to all matters in your department.

As we have decided upon the policy of "open shop," you will be expected to, and by your acceptance thereof, will agree to fully co-operate in this policy, and in keeping off from the ship any representatives of other interests than the ship and owner so far as your department is concerned, and also to work with any employe of this company, regardless of union or other affiliations. Also, if this company decides not to put or keep the steamer in commission, you agree to serve if requested, as second engineer of any steamer of the company to which you may be assigned without, however, any reduction in the rate of salary above stated.

Very truly yours,

.....
President and General Manager.

Accepted:

.....

As setting forth more at length their grounds of objection to the personal contracts, the following circular letter sent out by the national officers of the Marine Engineers' Association is here inserted:

Mr.,
Cor. Secy., M. E. B. A. No.

Dear Sir and Brother—Enclosed herewith please find a set of resolutions unanimously adopted by a largely attended meeting of marine engineers, at which were present members from practically every sub-association on the Great Lakes. These resolutions reflect the sentiment of the National President, Lake Business Manager and Lake Executive Committee on the question of personal contracts, and were concurred in by practically all members and associations last April. The accompanying resolutions should be considered at your next meeting, and the result of your action at once transmitted to the secretary of Lake Executive Committee.

1st. Members should and must deny any intention of warfare against employers and must, upon solicitation by present or future employers, signify their willingness to accept employment under terms mutually satisfactory and which do not conflict with wage scale, crew list or other conditions, but under no circumstances shall a member sign a personal contract, and for the following reasons:

Contracts are unnecessary as between an employer and a marine engineer or other licensed officer. The offer of employment by an owner or his representative, the acceptance of same by an engineer, and the continuance of such employment as long as mutually agreeable, is all that is required.

The form or kind of contract heretofore offered is unfair to both parties, as they are debasing to the engineer and not in accord with the wishes or desire of a majority of owners, and destructive of the feeling of confidence and respect that should exist between an engineer and his employer.

An engineer has no right to wrongfully refuse to serve as an engineer, but he has the right to nominate the conditions under which he will serve, and he also has the right to refuse to sign a contract of any kind or nature except the ship's articles, when same is required. He also has the moral and legal right to refuse to serve under an improper contract.

The responsibility of an engineer and the dignity that should be his forbid in equal measure that he affiliate with those subordinates who may be unreliable, or assist the owner in punishing other bodies, organizations or individuals who may have offended.

An employer has no more legal right to expect or require an engineer to take a boat out with an incompetent, insufficient or indifferent crew, than he has to require an engineer to take a boat out with her boilers, engines and other equipment in an unsafe or improper condition.

An engineer has not the right, nor is he justified in the belief that this organization, by forbidding members to sign personal contracts, lessens the engineer's chance for employment, as employment depends on two principal conditions: First, character and ability as an engineer, and second, the owner's need for the services of an engineer. This latter depends on business requirements.

The cases of those members who in the past signed objectionable contracts will soon be disposed of, in accordance with arrangements made last April.

The members should not be affected by rumors, generally false; newspaper articles, always unreliable; or fear that employment will be lacking.

Keep away from the offices. If offered a so-called contract, say to him who offers it: "I will be glad to accept the same boat, or a better one if there be a vacancy, but I will not sign a contract, although, if employed, I will perform my duties as an engineer as required by the laws governing the steam vessel service."

A firm stand by the membership, along the lines herein suggested from now until the opening of navigation, will settle for all time the question of personal contracts and all lost prestige will be recovered.

The following copy of a contract is given as showing what style of contract, and what form of an open-shop clause the engineers

were willing to accept. This form was used by the Western, Anchor, Lehigh and Rutland steamship lines, and was accepted by their engineers, and this was submitted to the Detroit conference by the engineers' representative:

Dear Sir—Referring to your application for position of chief engineer on one of the company's steamers, we beg to advise that you are hereby appointed chief engineer of steamer, now lying at the port of, for such time during the season of 1909 as your services are required and the said vessel shall be in commission, it being understood that your services may be dispensed with for reasons satisfactory to the management, and that said appointment is upon the terms as prevailed during the season of 1908, as to wages, board and transportation.

It is understood that employment in each and every department of this vessel shall be without reference to membership in or affiliation with any labor organization.

You will be notified when to report for work.

Turning from the marine engineers, and the points in controversy especially affecting them, to the other trades involved in the disputes, the contentions of the latter are quite fully set forth in the following written statement made to the Detroit conference of state boards by Mr. Victor Olander, Chairman of the Joint Executive Committee of the Seamen's Union, the Firemen, Oilers' and Water Tenders' Union and the Cooks' and Stewards' Union:

DETROIT, MICH., May 18, 1909.

Joint Board of Mediation and Arbitration, Representing State Boards of Michigan, Ohio, New York, Illinois, Wisconsin and Indiana:

Gentlemen—We respectfully submit the following statement regarding our present struggle against the intolerable conditions brought about by the Lake Carriers' Association leading up to the present strike:

After five consecutive years of trade agreements (five years of business prosperity), the Lake Carriers' Association, in the spring of 1908, ignored our request that the usual conference be held. No new demands of any nature had been advanced by our unions. There existed then no difference which we knew of that could not easily have been adjusted.

On April 9, 1908, before the opening of navigation, the Lake Carriers adopted a resolution declaring for something they called "Open Shop Policy," at the same time specifically stating through the public press that "no discrimination" was to be practiced against any one.

To this the unions replied, through public statements of our officers, that as the unions were open to all seamen we feared no system regardless of the name, under which we were not to be discriminated against. It was the purpose of our unions to give the Lake Carriers a fair chance to prove what their "Open Shop Policy" really was.

Our members went to work as fast as the ships went into commission (this seemed surprising to a great many people, who had confidently ex-

pected a strike); they left their homes, quitting jobs they had held during the winter, and in many cases paying railroad fares to get their ships. The vessel owners, however, did not propose to let union men work in peace, but no warning was given of what was coming.

On May 14, 1908, it was announced that thereafter no men would be employed or permitted to ship upon Association vessels except through the Lake Carriers' shipping offices. All seamen were to be required to register in said offices. This system was scarcely started before persecution (we use the word advisedly) of union men was inaugurated.

About June 9, 1908, the captains of the Pittsburg Steamship Company began to discharge their crews, stating they had received orders to do so, for no reason than that the men declined to actually hand over their membership books to the captain and agree to quit the union. The shipping masters of the Association followed a like policy, which in a very short space of time became general in Association vessels. It was a deliberate lockout of union men, for the purpose of compelling surrender of their rights to remain members of a labor organization.

In order not to have too many hungry men ashore (employment was not plentiful last year, you know), the unions issued duplicate membership cards, so that the members had a spare card which they could turn over to captains or shipping masters when too hard pressed. The officers of the unions advised their members to deny they were union men and so avoid a wholesale lockout. This move left the vessel owners without any sure way of weeding out the union men. Then they issued instructions that each seaman was to be required to sign a "declaration." A "choice" was to be given them between one reading, in effect, "I am a union man," and another, "I am a nonunion man." In self-defense the union men signed the latter. The "choice" was simply a trap, and upon advice of their officers nearly every man declined to get caught.

Then in a desperate endeavor to get rid of the union men, in many instances seamen were required to take oath renouncing all allegiance to the unions and to swear they would never join a labor organization as long as they sailed for a living.

It so continued, aboard ship and in the shipping offices, but by dodging each blow and exercising patience, we got through the season without any material damage to our unions. We could not say the same about our feelings, however.

In spite of the fact that there was a surplus of competent seamen available at all times last season, the agents of the Lake Carriers' Association advertised for "men who had never sailed before" to apply at their offices for employment; all this in an attempt to drive out the union men.

This spring, 1909, the Lake Carriers' Association again declined to meet representatives of the union and inaugurated the merciless continuous discharge book system under the name of "welfare plan." Each seaman upon payment of \$1 to the Lake Carriers' Association receives a discharge book which he must retain in order to secure employment. This book he must deposit with the master of the ship, and upon quitting the vessel it may be returned to the seaman with the entry "good" or "fair" (the captain's opinion of him), in the column provided for such marks.

If, however, the captain, for any reason, conceives a poor opinion of

the man, the discharge book is withheld and sent to the Lake Carriers' Association.

The sailor then, without such book, is deprived of further opportunities of shipping on any of the vessels enrolled in the Association.

By this method the seaman is to be held in constant fear of an adverse opinion being rendered against him by any captain he serves under. Always he must dread that the master will refuse to return his book when the term of employment is ended. If he desires to quit when the captain does not want him to, he must hesitate—terror of being deprived of the book is relied upon to bind him to the ship. He must not dare resent ill treatment—he must not complain—under constant espionage he must live in fear, always in dread of the fatal mark. The continuous discharge book system is far more cruel than any ordinary blacklist. The particular system chosen by the Lake Carriers' Association is the most outrageous of any I have ever heard of. Might is to be made right, fear is to be law.

Such schemes have been tried before, always with the same result. In England, though operated in a milder form than the Lake Carriers' plan, it drove the English seamen from England's ships; in another form it drove the American seamen from our coast. Upon the Great Lakes only can now be found any large number of American sailors. Are they also to be driven ashore? If the continuous discharge book system is successfully established on the Great Lakes the native, or naturalized, seaman will soon be a thing of the past. Union or nonunion, they will leave. American manhood cannot exist under it.

In the matter of working hours, our former agreements with the Lake Carriers' Association specified a ten-hour day in port for the deck crew, in addition to which such crew worked at taking off and putting on hatches, taking vessel in and out of port, making fast, etc. The ten-hour clause in the old agreement therefore provided for at least eleven hours' work in port, often eighteen hours. Even this partial regulation of working hours has been eliminated by the Lake Carriers' Association. The conditions existing under the former agreement, at least, we desire to have restored.

While the crews in all departments of the ship, sailors, firemen and cooks, were, we believe, compelled to work longer hours than was fair even under the agreement, yet we are not disposed to arbitrarily demand any material changes from the conditions existing while the agreements were in force. But these conditions, at least, we feel should be restored.

We object to any reduction in wages, such as proposed by members of the Lake Carriers' Association, i. e., the substitution of a so-called "bonus" for the regular fall increase. Attempts have been made to get men to agree to a reduction of wages amounting to from \$10 to \$15 in the fall months and to accept instead a cash bonus, payable only in event the seaman remains on one ship, in one employ, during the season.

The number of crew has been reduced in many instances, and this also is a question we desire to have taken up by the Lake Carriers' Association, though we refrain from presenting any definite demands regarding this, and simply desire the privilege of discussing this question with them.

We desire, of course, to be relieved of any interference with our right to organize, and to have that right recognized by the organized vessel owners.

The only objection voiced by the Lake Carriers' Association against the unions, so far as we know, is a claim that the unions interfere with discipline. We dispute the correctness of that charge. It is the Lake Carriers themselves who are steadily bringing about a condition aboard ship that hinders discipline. The shipping of men, i. e., selection of the men who are to compose the crew has been taken entirely from the ship's officers (masters, mates and engineers) by the Lake Carriers' Association and placed in the hands of employment agents, who are called "shipping masters." Over one-half of the ship's officers (the engineers) are themselves represented here, protesting against the same conditions of which we complain, voicing their protest because the Lake Carriers' Association has imposed conditions aboard ship that render impossible the discipline that existed under the trade agreement system.

All efforts to obtain a conference with the Lake Carriers' Association having failed, they declined to even reply to a letter we recently sent them in which we requested a meeting, there remained nothing left for us to do except to leave their ships in a protest against these attacks upon our rights as free men.

We append hereto for your information copies of some documents herein referred to, and we trust that some means may be found that will make possible a proper settlement of the present difficulties.

Respectfully submitted,

V. A. OLANDER,

Chairman, Lake District Grievance Committee International Seamen's Union of America.

Lake District I. S. U. of A.:

Lake Seamen's Union,

V. A. OLANDER, Secretary.

Marine Firemen, Oilers and Watertenders' Association,

EDWARD STACK, President.

Marine Cooks' and Stewards' Union,

J. M. SECORD, Secretary.

The following report on the welfare plan above referred to by the executive committee of the Lake Carriers' Association, sets forth not only the details of the plan, but also the reasons given by the employers for its adoption, as well as their reasons for the adoption of the open-shop policy in conjunction therewith:

WELFARE PLAN FOR THE BENEFIT OF EMPLOYEES OF VESSELS OF THE LAKE CARRIERS' ASSOCIATION.

It is common knowledge that prior to 1902, what is now referred to as the "open shop" principle prevailed on lake vessels. Indeed, it was to make this more assured that the Cleveland Vessel Owners' Association was formed in the early eighties. After that association was absorbed in the Lake Carriers' Association in 1891, shipping offices were established in various lake ports. Most satisfactory efforts were made in various ways to improve the quarters and every living and other condition of men on

shipboard. Then, having in mind the example of some of the railroad companies and the so-called Shipping Federation of Great Britain, and other efforts by industrial concerns, encouraged by commercial bodies in this and other countries, the question was considered of establishing in the principal ports club rooms, for the use of which seamen should pay a small due, but enough to give the independent feeling of paying something toward their maintenance, together with some death benefit or scheme of mutual insurance, to which the employer would contribute either directly or by guaranteeing a fund, all without restriction of or reference to the right of the employe to be a member of any union or society of any kind for any purpose, and of necessity, having in view to give those coming within and helpful in its proper success, reasonable preference in employment to the end of improving the service generally and in the interest of every one concerned.

A committee of eighteen, including some of the most prominent owners and managers on the Great Lakes, was appointed; sub-committees investigated; preliminary reports were made, and on the 15th day of January, 1901, the executive committee, without dissent, voted approving the general project and laid it before the members at the annual meeting. On the 16th and 17th of that month it was the chief topic of discussion at the annual meeting, at the close of which the members of the association present, by unanimous rising vote, approved the general project and appointed a committee to work it out in detail.

The records and papers of the association show that discussion was of a plan for closer relations between officers and men and owners of vessels in the membership of the Lake Carriers' Association, and at the close of the discussion the adoption was of well considered but still to an extent tentative suggestions of the committee on the general proposition that there should be established a system through which there should come to all officers and employes prompt financial assistance in case of injury, incident to the employment, and therewith proper preference of employment on vessels of the Lake Carriers' Association, leaving every man free to exercise fully his desire to be a member of any other beneficial association or union.

As the result of such preliminary investigation, reports and the broad discussion and action at the annual meeting of 1901, the same, or similar, committee reported that it is practical, and that all owners and employers would find it of mutual interest in uniting and sustaining a beneficial federation of captains, mates, engineers and all other employes.

Without setting out in full their report, it included:

The appointment of a board of five trustees to administer the benefit feature;

The agreement of the vessel owner to bear an expense equal to one cent per ton on his enrolled tonnage;

That any man employed on the vessels in the Lake Carriers' Association should, on application, be supplied with a benefit book with graded amounts;

The application of the benefit to cases where accident clearly arises out of the employment.

Following this a plan was formulated, including the administration of the affairs by a board of five members, with the aid of an advisory committee of fifteen members, to be chosen by the members of the association in annual meeting. Authority over the administration and for the final decision of every question that might arise concerning the benefit and its disposition was to be with this advisory committee, acting with the aid and recommendation of the board of trustees. It was proposed to give to all this the name "Lake Carriers' Beneficial Federation." It was proposed that every one on board should be eligible; that membership should not be construed to interfere in any way with being at the same time a member of any other association or union; that in view of the beneficial purposes, however, preference in employment should be given, as far as practicable, to members; that applications for membership be made upon printed forms, warranting the facts stated as to experience and with pledge to comply with all the rules and regulations; that there should be a membership fee of one dollar; the issuing officer and secretary of the association to maintain permanent written records; that on employment the benefit book should be handed to the master to insure a record of the date and nature of the employment and be retained by him, and the duty imposed on the master of making record of the character of service and reason for discharge on a man's leaving the ship, failing compliance with which the book issued would cease to represent membership. The master was to be required to report to the secretary cases of desertion, failure to serve and other misconduct, with authority in the board of trustees, or such representatives as they might select, to pass upon the circumstances and go so far as to cancel and void the membership.

In February the executive committee of the association sent out a copy of the tentative plan, which had been prepared by the secretary, Mr. Charles H. Keep, with the aid of investigation by the special committee. The committee had considered the plan of what was known as the English Federation, which had some features in common, and plans of mutual insurance by various railroads and other companies; and the whole matter was expected to be definitely formulated and put into operation by and confirmed at the annual meeting in January, 1902. Then, before having worked out the plan in detail or establishing the exact basis, some of the unions proposed to undertake this feature of the work if contracts were made with them for the supplying of men, and the Lake Carriers laid aside its plan after discussion, and not without considerable division of opinion, a majority being willing to at least test their purpose and ability to handle the subject with fairness toward owners and men alike acceptably in the case of all below the grade of officers through unions which existed or were forming. Accordingly, contracts were made with various unions looking to their supplying all the men by their unions, which also promised to deal justly in cases of injury, disability or death in the service, but leaving the system of individual contracts with officers.

This plan was pursued from that time until and including the season of 1907. From the beginning there was complaint, which increased and covered the furnishing of men promptly, the service rendered, the continuity of the service according to articles signed, bitter complaint on the

part of the men and their dependents of the administration of the benefit feature.

Complaints came from masters and mates in the deck department; from the engineers in their department, of inability to have the business of the ship conducted except upon rigid lines either of contract or of union regulation; that the discipline of the ship was often dissipated by consideration of the precise terms of contract made in advance as to what a man should be called upon to do in a given case; and that the real business essential to the safety of the ship and the due performance of her business was subordinated to technical questions of contract as interpreted by the unions or by individual members of the crew, whose contentions were generally and almost, as a matter of course, sustained by the unions.

These complaints came in increasing volume and force, and the discussion of April 9, 1908, participated in by members representing nearly all of the tonnage in the association, brought out very forcefully the importance in general safety of these propositions:

1. That it is impossible to define in advance the precise duty and order of performance of duty by the officers and men who follow this calling.

2. That as our tonnage is principally steam, the due and proper performance of duty must be in the direction and control of the executive officers according to department.

3. And, finally, that there must be, following the experience from the very beginning of maritime enterprise, some one afloat with the ship, that is to say, the master, as the vice-principal of the owner and in a proper sense responsible for the general condition and performance of the crew.

But, to the members of the association, many of whom, perhaps most of whom, have seen service, also it was apparent that this all can be accomplished and best accomplished by just and reasonable consideration of what is best for everyone in the ship's company; that there should be clean, sanitary quarters, good ventilation and good tools to work with; there should be good and sufficient food; that the wages of employees should be as liberal as the condition of the business will justify. But, also, it was the spirit of the discussion that the character of the service, the conditions, the exact thing to be done at any time, where a single ship includes property of great value and lives which may not be measured in money, may not be left in the hands of a half dozen unions, dealing with as many departments of the ship and dictating the employment and the service, with the asserted right to withhold, if necessary, altogether such service, on some general rule, made ashore, without reference to the circumstances demanding attention and care and nautical skill and judgment. In other words, the service on board the ship must be homogeneous, and statement after statement of owners and managers was of the constant complaint of their licensed officers that this had proved impossible under the system of union contracts, to which they had been subjected by the action of the owners.

This all found expression in the resolutions which were adopted by unanimous vote of some 91 per cent. of the tonnage in the meeting referred to on April 9, 1908, which may well be reproduced here, as follows:

The experience of the ship owners, managers and licensed officers for the past year has demonstrated the necessity of what is referred to as the "open shop" principle, in order to give that control and direction of the ships which is required for the equal good of the owner, the employee of the ships and the dependent trade, and so it is resolved:

1. That the owners of ships on the Great Lakes do now declare that the "open shop" principle be adopted and adhered to on our ships.
2. That the Lake Carriers' Association stands for the foregoing principle.
3. That the matter be referred to the executive committee with full power to act and carry out this principle.
4. That it should be the aim of the committee in the means they shall adopt, to recognize a fair and equitable rate of wages, to insist upon such regulations as shall promote the comfort and well-being of the employees, shall put the discipline of the ship in the hands of her executive officers and, tendering liberal, appropriate wages and conditions, requiring in response appropriate, diligent and prompt service from the members of the crew.
5. And at this meeting representing 91 per cent. of the tonnage of the association, as a definite and specific support to the committee, it is voted to adhere to and observe this action, referring also any and all special cases to the committee.

The foregoing data is reproduced for the purpose not of informing, but of calling back to the attention of the members that, with the exception of the time during which we were willing to chance, and in view of a considerable minority undertook without proper assurance the chance, the performance through the unions of public and private duties primarily resting on the owners of vessels of the United States and on their licensed officers and the due prosecution and protection of the business with its obligations as to the security of life and property and compliance with governmental regulations, the vessel owners of the Great Lakes have recognized the necessity of having matters in the control of the parties charged and entrusted and responsible for the due performance of all these obligations.

The project of leaving a feature of this to the unions failed ignominiously and there is probably today no man associated in any responsible manner with the performance of these duties who takes a contrary view. The result, then, of the resolutions of April 9, 1908, was not merely to express a criticism but to take back into the proper hands the due discharge of these duties and responsibilities.

But it must not be overlooked, and credit is due to the members of the Lake Carriers' Association, that in its very first action looking to this, specific direction was given to the executive committee that it be done with all regard to liberal wages, good conditions and every fair consideration of every employee on board ship.

The executive committee charged with this duty, completely rounded out in the directions, took up the subject accordingly, of putting the discipline of the ships back into the hands of the executive officers, of seeking proper means to enable them to obtain proper help on the ship, of

dignifying the positions of the officers and bettering the conditions of all on board.

The plan so nearly worked out in 1901, naturally claimed attention. This had been worked out on the lines of railroad and other industrial co-insurance and a shipping federation in England, reports of civil and industrial associations as to the results of their efforts and accomplishments by different organizations under such general recommendations. Since 1901 had come some governmental regulations in this and other countries. Governmental compulsory insurance or co-insurance and compulsory compensation acts had been put in force, some, unfortunately, so recently as not to have developed positive results, and all these had to be gone over. The most careful investigation was made; a plan adopted, not at haphazard, but along general lines, in every respect where possible checked up and tested by the experience of some one or more of the different lines of endeavor by government or individuals in this and other countries toward the same end, the result of which is the plan adopted by your executive committee, after conference with the board of directors and with other owners and upon all information and advice they could obtain from every source, confidently put forward by them as designed to carry out the purpose sought. The plan involves the consideration that as the master is in the nature of things and by established law the vice-principal of the owner, and in case of emergency becomes the agent from necessity of the cargo and its owners, and is in general charged with the safety of the whole adventure contained in his ship, he should be made an associate member of the Lake Carriers' Association.

That the chief engineer of these great ships, with their complicated machinery, and responsible only in less degree for her safe operation, should have the supervision of the men employed in his department and for whose actions he is responsible.

That the executive officers of that ship should have sufficient authority to carry on the business of the ship, according, not alone, to their opinion, but their responsibility from time to time as the occasion arises for judgment and for action and must not be hampered in the due and lawful exercise of such authority by rules or conditions unknown to law.

That by reason of the uncertain duration of employment of the crews in general, absolutely broken by the four or five months of winter closed season, things looking to co-insurance and co-operation are difficult of application and would be unjustifiably burdensome in the administration.

But, nevertheless, it is meet and proper that by reason of their greater financial ability the employers should in some direct and simple manner advance and pay proper amounts, corresponding to the contributions or guarantees of funds usually found in the voluntary or statutory requirements of co-insurance and compensation, and that while the Lake Carriers' Association does not manage ships and does not employ labor, it can and is under obligation to perform one of its important functions in ascertaining the fitness of men and giving them certificates of recommendation of such fitness as an aid to them in obtaining employment.

And, in view of the character of employment, the obligation of the employer outside of mere wage, permeating all insurance and compensa-

tion and other aids, obligates the members of the Lake Carriers' Association to furnish reasonable, attractive and helpful club or assembly rooms on shore for the men. In respect to this it was considered that the proper conduct and appreciation of these rooms, as well as a feeling of self-respect, equally recommend a small charge to be made to the men for their use.

But in respect to the benefit in case of death or shipwreck, this, it was considered, should not be a matter of purchase or barter but, by reason of its exigent necessity should be made free and represent the employers' contribution in a movement of this character.

By reason, again, of the uncertainty of employment, inseparable from this kind of service, and in the interests of simplicity and promptness, it was regarded wise to make no exception whatever as to the manner in which an accident had occurred, whether by fault of one party or another, or whatever the character or how gross that fault might be, but make the simple happening of the accident the basis of payment of the benefit.

Also, while the general basis of compulsory compensation and compulsory or co-operative insurance carries with it a condition that its acceptance supplants the claiming of damage by suit at law, in the same direction of simplicity and to make the contribution effective, the idea prevailed that this payment should be absolute, not only regardless of any question of negligence in the first instance, but without limitation or other effect on the right to proceed in court in any manner for legal damages.

As to the question of sick benefits or compensation in case of partial injury, this was omitted by reason of the present rights of seamen under the law in respect to cure and wages in such cases.

Also, it was the idea to not only make these provisions perfectly simple and free from red tape, but to confine them to those things which must compel the concurrence of fair-minded persons which are within the justifiable limit of expense, with the suggestion as made in the report of the executive committee, that this shall be expanded so far as experience shall recommend and show its propriety. And finally the idea prevailed that it is not the prerogative of either the employer or the employe to regulate the conduct of the other or furnish any precise lines in his living, his faith, his beliefs, his associations, but that the rights are reciprocal as they are equal. that according proper and reasonable conditions of wages and service, from employer to employe as well as from employe to employer, both employer and employed shall have good right to follow his preferences and wishes in regard to unions, associations and affiliations, whether these be religious, philanthropic or industrial.

It is in this spirit the following preamble and report of the executive committee was prepared and adopted.

CONTEXT OF THE PLAN.

In 1901 the association was about to put into effect so far as it could plan in respect to assuring reliable officers and seamen on the broad lines of what is commonly known as the "open shop principle," with full

freedom of contract for the best interest and safety in operation of the lake trade including promise of assembly club rooms, with the further idea to be developed of a modern sailors' institute and home adapted to lake conditions. This movement was interrupted by the proposal brought forward by various unions and associations, which included many of the employes of lake ships, that if they were intrusted with this responsibility they would furnish the necessary number of competent men, would better the service. and, along with this, care for that feature of the Lake Carriers' plan to make provision for exigencies which, in the employment, come to men and to their families, and all with some suitable consideration for the men when they were ashore.

The association was so induced to set aside its own plan for the time in favor of the proposals, which were given more than a fair trial during the ensuing six seasons. That it proves a complete failure was the expressed opinion of owners and representatives of over 90 per cent. of the tonnage represented in the Lake Carriers' Association, who, in a meeting on April 9, 1908, declared unanimously that,

"The experience of the ship owners, managers and licensed officers for the past year has demonstrated the necessity of what is referred to as the open shop principle in order to give that control and direction of the ships which is required for the equal good of the owner, the employe of the ships and the dependant trade."

And so reverted to the principle formerly considered as the one suited to conditions, and the matter was referred to the executive committee with power to act; the members saying further, that

"It should be the aim of the committee in the means they should adopt to recognize a fair and equitable rate of wages, to insist upon such regulations as should promote the comfort and well-being of the employes, shall put the discipline of the ship in the hands of her executive officers, and tendering liberal appropriate wages and conditions, require in response diligent and prompt service from the members of the crew."

Your committee taking up the data, reports of committees and plan of operation so far as worked out in 1901, have examined these in the light of intervening experience and the evils which compelled the declaration and resolutions of April 9, recognizing that the association has no management of ships and is not the employer of crews, but has, as one of its objects, "to establish and maintain shipping offices for the convenient securing of seamen for the vessels on the Great Lakes, their connecting and tributary waters, * * * to establish and maintain, by contract or otherwise such amicable relations between employers and employed as will avoid the public injury that would result from lockouts or strikes in the lake carrying service; to provide for the prompt and amicable adjustment of matters affecting shipping and the interests of vessel owners of the Great Lakes."

Pursuant to the duty and authority put upon it by members, and more recently by the board of directors, your committee has concluded to adopt and put in practical form the plan in contemplation in 1901 for the betterment of conditions, uplifting and dignifying the service, better protection of life and property afloat, with a reasonable and proper consider-

ation for the employes and their designated beneficiaries, to the end that a careful and sufficient test be made of our own plan and as the same shall develop through experience. This we make available to every officer and man without regard to membership or affiliation with any union or association, industrial, religious or philanthropic, based alone on competency for reasonable performance of duty, and without expense except for the use and privileges of the assembly rooms and their conveniences, which we have put at the nominal sum of 8 1-3 cents per month to seamen and a somewhat higher charge to officers, this being also with a feeling that the fact of paying of something dignifies the position of the seamen in their use. With this will go certificates of ascertained fitness, record of service as evidence and credential to him, and then having regard to the numerous cases where accidental death in the employment and the loss of effects and the expenses of return have involved unnecessary delays, complication and hardship, we provide independent of all questions of fault or liability of the owners, or of any one in reasonable manner to meet such exigent expenses at the charge of the association without cost to the employe.

Appreciating that in the progress of working out our plan some changes will probably be necessary, as, for example, the development of the assembly or club rooms will be carried out as fully as warranted, and possibly an additional charge may be justified, and it is hoped that a plan for a sailors' home and institute may be put into operation under the auspices or with the co-operation of the Lake Carriers' Association, we now report that we have adopted the following plan, co-operation in which is asked on the part of the members of the association and the officers of the ships in their employment and dealing with officers and seamen:

I.

ASSEMBLY ROOMS.

These shall be established in such principal ports on the lakes as the special committee, acting responsible to executive committee, shall from time to time decide. These rooms shall be clean, bright and attractive, with good sanitary provisions, and furnished with current newspapers, magazines and, as they may be secured, with libraries. They will be provided with writing materials, assistance in the writing of letters, reliable places of address for letters, and have similar conveniences. For the privilege of their use, under reasonable rules for proper use, the charge will be at the rate of \$1.00 per year to seamen and a somewhat larger charge to officers, available to all officers and seamen who have the certificate of recommendation as such from the association; and the revocation of such certificate shall debar further use of the assembly rooms under the certificate.

II.

CERTIFICATES OR CARDS.

Any officer or seaman applying for a certificate or recommendation of the Lake Carriers' Association must declare himself willing and pledge himself to discharge his lawful duties towards the ship on which he is

employed, regardless of membership or affiliation on his own part or that of any other member of the officers and crew with any union or association of any kind; and these certificates once given must be revocable in the discretion of the association upon such information as it shall have received and requiring that its consideration and decision of the matter shall be exclusive and final.

III.

ISSUING CERTIFICATES.

In putting the system in operation, certificates of competency will be granted as a matter of course to holders of government licenses according to the grade of license. There will then be two other grades of certificates to able-bodied seamen and to ordinary seamen.

The regular certificate below licensed officer will be issued on the first instance and until record discharge book can be presented, to any seaman upon his own representation as to previous service, supported by such information as the issuing officer can obtain, preferably the recommendation of at least one licensed officer, and conditioned on the pledge of the applicant that his representations are true and that he will faithfully perform all lawful duties without reference to membership or affiliation of himself or other members of officers and crew in any union or association whatsoever, with the discretion and authority in the association to revoke its certificate of recommendation on such information as shall come to it.

IV.

RECORD DISCHARGE BOOK.

To insure reliability, the certificate will be limited to one year so as to cover a season of navigation. At the time of issuing the certificate, except as to masters and chief engineers, the association record discharge book, bearing the same number as the certificate will be put in the hands of the holder, to be deposited by him at the time of signing articles with the master or the chief engineer, according to the department of service. In this book such executive officer will at the termination of the service on the ship, enter a discharge, and in the appropriate column a statement of the character of service. If this entry be "good" or "fair," the book shall be returned direct to the man, but when, in the best judgment of the officer with whom the book is deposited, such entry cannot justly be made, and in every case of desertion or failure to serve after engaging, the book shall be returned by the master to the secretary of the association, together with a statement of explanation from the officer with whom the book was deposited. The association will thereupon take such action and in such manner as it may deem wise and just as to canceling its outstanding certificate.

V.

DEATH EXPENSE RELIEF.

The association realized the difficulties which have come in cases of accidental death, to families, relatives and friends from the absence of

some immediate provision for expense, as well as in the case of shipwreck, which we treat in the next paragraph.

In case of death from accident, incident to employment, that is to say, on board or in line of duty to any ship included in its membership, the association will pay sums as stated in the schedule given below, but according to the grade of actual employment at the time of accident occurring, without reference to any cause or any bearing or effect whatsoever on legal claim or liability concerning the same. No proof or condition of any kind shall be required beyond the facts that the accident occurred, no matter from what cause or in what manner, on board or in performance of the duty of a ship included in our membership and that the man held the certificate and book of the association.

VI.

SHIPWRECK.

In case of shipwreck it has been usual, though not legally required, for the owner to give or advance some sum on account of lost effects and return to port of shipment. The association takes the responsibility to the extent stated below of such payments or advances being promptly made to holders of its certificates and book in cases of Lake Carriers' ships, and will be promptly answerable for the owner in such cases, returning each man to the port of shipment or meeting the expense of each man to the amount of the usual expense to his place of shipment, the man having the option to go any other place and have or apply the amount; and also, when his effects are lost, it will be answerable for prompt advancement up to \$50 and \$30 in the case, respectively, of licensed officer and other member of crew, without foreclosing or affecting any legal rights concerning any claim for a greater sum.

VII.

GENERAL RECORDS

In order that these objects may be intelligently carried out, the applicant of necessity is required to give the necessary information as to previous service and to designate the beneficiaries, not necessarily dependents, as definitely as possible, not to be changed after once made, except through the officers of the association, of all which and of cards issued and other matter of detail the secretary will keep appropriate record with any other necessary matters as to forfeiture of tickets, etc., all of which is matter of detail. An important point in this respect is the protection of a holder of a card in his own use of the assembly rooms, and insures the promptest possible payment of the aids in case of death and shipwreck, and generally to guard against any attempted imposition.

Resolved, That subject to the rules printed below, the Lake Carriers' Association will pay without charge to the employe, for total disablement or death occurring to an employe by drowning or other accident on board or directly in the service of any vessel included in the membership of the association, benefits according to the following scale, but in every instance

the benefit according to the grade and capacity of the employment at the actual time of the accident:

Scale.

Master	\$500 00
Chief engineer.....	400 00
First mate.....	250 00
Second engineer.....	250 00
Second mate.....	150 00
Third engineer.....	150 00
Steward	150 00
Able-bodied seamen.....	100 00
Ordinary seamen.....	75 00

RULES.

1. The benefit shall be paid only to and in respect of an officer or seaman who has a current unrevoked certificate or card of recommendation, and, except in case of master and chief engineer, a record discharge book of the association, and has made designation of beneficiary, and shall be on account of accident resulting in death occurring within one year or in total disablement, as defined below, while a member of her crew on board or in performing duties of a ship included in the membership of the association. Total disablement is defined as where a man loses one foot or one hand by complete severance at or above the ankle or wrist or by destruction of the sight of both eyes.

Whenever information comes to the president of the death by accident on a Lake Carriers' vessel of one having a certificate or card and book of the association, he may direct the treasurer to pay at once not exceeding one-half the amount of the benefit nor more than \$50 in any case, for burial or other expense, and the balance, or the whole, if no such advance be made, shall be paid by the treasurer as promptly as facts can be obtained by the officials of the association of the accident and the death or disablement, such settling payment to be made only to the beneficiary or beneficiaries designated in writing by the deceased employe at the time of receiving a certificate or card, or as changed according to the provisions in his application. In case of total disablement, the sum shall be paid to such disabled person as and at such time as he may request.

3. The benefit is intended and shall be free of charge or expense to the employe or the party to whom paid, and nothing further is required than that the accident should occur in course of employment in a ship in the membership of the association to a person having its unrevoked certificate or card and book. This does not relieve or in any manner affect any legal liability of the ship or owner.

4. In case of shipwreck, the Lake Carriers' Association will be responsible that each member of the crew who has its certificate or card and its record book unrevoked shall be returned to or have from the owner the cost of return to his place of shipment, and where his effects have been lost that he shall promptly receive up to \$50 in the case of a

licensed officer, and \$30 in the case of other members of the crew, without impairment of any legal right to a greater sum.

Action of the Board of Directors October 28, 1908.

Action of the Executive Committee December 3, 1908.

Finally, there is reproduced below the written statement given by Mr. William Livingstone, President of the Lake Carriers' Association to the conferences of arbitration boards at Detroit.

Mr. J. C. Doyle, Board of Arbitration, Detroit, Michigan.

Dear Sir—Referring to our interview this morning with Mr. Woerner, Mr. Klump and yourself as committee from the Board of Arbitration, and in compliance with your request, I briefly state the points presented by me during the interview.

First. The sole question at issue at the present time so far as the Lake Carriers' Association is concerned is the "open shop" principle. That being a fundamental principle is not subject to arbitration. If you ask a labor leader, for instance, to arbitrate the question as to whether he had a right to join a union or not, you can readily imagine what his reply would be. Might as well ask a man to arbitrate the question whether he should be a Protestant, a Catholic, or an agnostic; whether he should be a Republican or Democrat, a protective tariff man or a free trader.

Second. The question raised by one of your members as to having men sign a contract not to join a union is absolutely incorrect. We do not ask our men to sign a contract not to join a union. We concede the right of any man to join a union if he so desires. On the other hand, a man that does not want to join has the same right to refuse. I furnished you with a copy of engineers' contract which explains itself; in which there is no preference to whether a man is a union or a nonunion man.

Third. The question raised about the Welfare Plan. This has been attacked very bitterly by the seamen's and other unions, claiming there were ulterior motives behind it, and to quote some of the language used, "it would make serfs and slaves of the men who joined it." In reply to this would say that it was gotten up with the very best of motives, with the firm belief and conviction that it was in the interest and for the benefit of the men employed to join it. It does not cost a single penny to become a member of this. In this connection, the statement has been spread broadcast that men cannot get employment on association boats unless they become members. This is absolutely untrue. We invite men to join and are glad to have them. It is because we believe it to be for their personal interests to do so, but it is entirely voluntary on their part as to whether they do so or not. It is not obligatory nor compulsory—is left entirely to the employees' own volition. We have men employed who are not members. I have furnished you with a printed copy of the Welfare Plan giving all the details connected with it. The question has been raised that a man joining this plan in case of accident by which the boat might be at fault and he would be entitled to recover damages, that it would interfere with his doing so. This is another fallacy as the provision is expressly made that this is without reference to cause or bearing or effect on legal claim or liability concerning the same.

Fourth. The charge has been specifically made that we are tying up the commerce of the Great Lakes. This is also incorrect. All freight offered is not only promptly taken but more is welcome, as unfortunately the present condition of the freight market is such that it is impossible to find freight to load anywhere near the capacity of tonnage offered. As a matter of fact if there was not a single cloud in the labor horizon it would be impossible for us under existing freight conditions to load over 60 per cent. of our tonnage capacity, and I believe 50 per cent. would be nearer the mark.

Fifth. Wages. There is no dispute over the wage question. We are paying the highest maximum wages ever paid on the lakes in most prosperous times, and as an instance of our good faith on the wage question, notwithstanding the fact that last year was conceded to be the worst business year in the history of lake navigation, and notwithstanding the fact that we suffered a large reduction in the freight rate, and the additional fact that many of our boats lay idle at the docks the entire season for lack of freight, and many who went into commission were compelled to go in ordinary again, we did not reduce the wages of any of our employes one single penny; and there has been no reduction this year, nor will there be any. And freight conditions are no better at the present time than they were a year ago at this time. I furnished you with a wage card which gives the wages paid all employees.

Sixth. Relative to strike conditions. We have no strike. Our employes are all at work and satisfied with all their conditions. Any difficulties existing are caused by threats, intimidations and personal violence of what I believe to be the ill-advised hot-headed actions of those who are unwilling to work on the "open shop" plan and try to prevent those who are willing to work on that basis from so doing.

In conclusion, allow me to say that our not meeting you in compliance with your request this morning and our unwillingness to submit the question involved to mediation or arbitration, was and is not due to any discourtesy to the gentlemen comprising the Board, but based solely and entirely on the reason already given, that the principle of "open shop" could not be arbitrated or mediated.

Very respectfully yours,

W. LIVINGSTONE,
President.

RECOMMENDATION.

As stated above, the Indiana Labor Commission is in no position to present either finding of fact or recommendation for settlement of the points of controversy in this dispute. One general fact as to the whole situation, however, is so clear as to justify one recommendation. Here is a dispute affecting the larger part of the commerce on a great interstate highway and no agency exists with power to intervene authoritatively in this field for purposes either of conciliation or investigation. The Federal arbitration act (the Erdman Law of 1898), which applies to interstate commerce on

railroads, expressly excludes from its jurisdiction marine commerce. As the simplest method of providing an authoritative agency for mediation in such cases the writer would recommend, therefore, that the Federal law of 1898 be so amended that it will apply to interstate marine commerce as well as that on railroads.

INTERRUPTION OF TRAFFIC BY THE DISPUTE.

The actual extent to which traffic has been interrupted by this dispute is difficult to determine. The statement above of President Livingstone, of the Lake Carriers' Association, contains the assertion that at that time (May) the employers were handling all the freight that was being offered. On the other hand, there are the statements of the union officers, made to the Detroit conference at the same time (May); to the effect that practically their entire membership, 7,800 men, was then idle on account of the dispute. The unions further contended that the employers' assertion was somewhat ambiguous on the ground that many members of the Lake Carriers' Association are virtually shippers as well as carriers; in fact, that until the season for grain traffic, they can largely control the shipments of freight on the Great Lakes, so that the amount of freight offered by outsiders is no measure of the amount that would be carried were there no dispute.

The Monthly Summary of Commerce and Finance of the United States Department of Commerce and Labor for May gives the following comparative figures for domestic freight traffic on the Great Lakes for that month. In reading these figures, the industrial depression prevailing in 1908 must, of course, be borne in mind. Figures are for net tons:

RECEIPTS IN MAY.

Commodities.	1907.	1908.	1909.
Flour	183,219	137,294	115,637
Grain and flaxseed.....	477,953	414,747	287,953
Coal	2,367,940	832,081	1,560,301
Ore and minerals.....	5,791,902	359,122	3,049,967
Lumber	319,736	156,398	234,952
Unclassified	686,697	661,767	798,588
Total	9,827,447	2,561,409	6,047,398

SHIPMENTS IN MAY.

Commodities.	1907.	1908.	1909.
Flour	175,209	130,613	113,495
Grain and flaxseed.....	410,384	391,517	289,381
Coal	2,414,143	1,074,835	1,816,735
Ore and minerals.....	6,782,799	529,231	3,794,065
Lumber	333,914	174,460	274,764
Unclassed	700,322	681,288	808,378
Total	10,816,771	2,981,944	7,096,818

One further fact bearing on this question may be cited, in that during June advertisements appeared in newspapers of Buffalo and other lake ports, by the Lake Carriers' Association, for men for all the various positions involved in the dispute.

TEAMSTERS, GARY.

On Wednesday morning, April 21, 1909, two hundred and fifty teamsters, located at Gary, Indiana, went on strike after their demand for a 25-cent per day increase had been refused.

On Thursday, April 22, the Labor Commission took up the investigation and found the men had been getting \$2.25 per day and asked for \$2.50. They also demanded a nine-hour work day; do nothing but drive horses; grease the wagons on the owners' time and receive \$15 per week. Where coal or other material was to be hauled, an assistant to shovel the load from the wagon was also asked for.

A conference was held between the Team Owners' Association and the drivers, Thursday, April 22, and the former offered to compromise by paying them \$2.35 per day, but this the teamsters rejected. It was then proposed to appoint a teamster, a team owner and a disinterested business man of Gary to effect some temporary agreement, whereby building operations would not suffer delay, but this proposition was also rejected. The meeting adjourned after arranging for another conference, to be held in the Gary Hotel, at 2 o'clock, to take up anew the settlement of the strike, or at least try to reach some satisfactory agreement to both parties.

Realizing the seriousness of the trouble, representatives of the Building Trades Union used their best efforts to secure a settlement.

At the second conference the threatened tie-up of the building in Gary was averted by a compromise between the labor unions and the Team Owners' Association.

The team owners agreed to an advance in wages from \$2.25 to \$2.40 per day. The union teamsters withdrew their demand for a barn foreman and certain other provisions that were objectionable to the owners. It was also agreed to submit all differences hereafter to an arbitration board consisting of one member from the union, one from the Team Owners' Association and the third member to be chosen by the parties interested.

This places the teamsters upon the same basis as the Building Trades Unions. The settlement of all future disputes by arbitration instead of resorting to lockouts and strikes. Both parties to this agreement bind themselves to abide by the decision of their arbitration board in the future.

It developed upon investigation there was really little cause for dispute. The union men stated their demand for a barn foreman to feed and care for the horses had been misunderstood or misrepresented, and they would not insist too strongly on that point. They were asking for \$2.50 per day and had been offered \$2.35. A compromise was reached at \$2.40.

When the second conference adjourned it left both sides satisfied, believing that a settlement had been reached that would eliminate differences of opinion between teamsters and team owners for the rest of the year.

With the arrangements made the past winter between the Contractors' Association and the Building Trades Union, requiring all differences that might arise to be handed over to the arbitration board for adjustment, together with the teamsters' new agreement, there is little likelihood another strike will occur in Gary to retard the progress of building operations.

All the teamsters returned to work on Friday morning, April 23, 1909, and all evidence of the strike disappeared.

PAINTERS, ETC., EVANSVILLE.

On February 9, 1909, Local Union No. 156, Brotherhood of Painters, Decorators and Paperhangers of America, located at Evansville, Indiana, notified the Master Painters' Association of Evansville that on and after April 1, 1909, a new scale of wages would be asked for, and an increase in wages demanded from 40 cents per hour for an eight-hour schedule to 45 cents per hour, with the

same number of hours per day. This demand was refused by the Master Painters' Association. The strike went into effect on Friday morning, April 9, 1909, and 105 men quit work.

Immediately upon their arrival the Labor Commissioners took up the matter and secured an interview with the Master Painters' Association, as well as the strikers. The contending parties then decided to call a meeting of both the union and the association, with a view to turning the matter in dispute over to the Commission for adjustment, both sides to abide by the finding of the arbitrators.

At their meeting on Monday, April 12, the Master Painters' Association took up the question of placing the matter in dispute into the hands of the State Labor Commissioners for adjustment and passed the following resolution:

Evansville, Indiana, April 12, 1909.

Messrs. Charles F. Woerner and Harry Slough, State Labor Commissioners:

Gentlemen—You are hereby authorized on behalf of, and for the Master Painters' Association of Evansville, Indiana, to arbitrate and settle a wage scale with the Painters Union No. 156 of Evansville, Indiana, and we, the committee representing the Master Painters' Association hereby agree to abide by and conform with the findings and decision of said Labor Commissioners. We, the said committee declare we are fully authorized to represent the Master Painters' Association of Evansville, Indiana.

SAM C. JONES, Chairman,
J. G. BARROWS, Secretary,
THOMAS HUNNEL,
HARRY E. WOODS,
CHARLES GEIZ,
JOHN KOENIG,
R. W. STEELES,

Committee.

Acting upon the aforesaid decision, Local Union No. 156, of the Painters, Decorators and Paperhangers, called a meeting Saturday evening, April 12, when the following resolution was passed, adopted and sent to the Commission:

Evansville, Indiana, April 12, 1909.

Messrs. Charles F. Woerner and Harry Slough, State Labor Commissioners:

Gentlemen—You are hereby authorized in behalf of, and for Local Union No. 156, of the Brotherhood of Painters, Decorators and Paperhangers of America to arbitrate and settle a wage scale dispute with the Master Painters' Association of Evansville, Indiana, and we, the committee, representing Local No. 156, hereby agree to abide and conform with the findings and decision of said Labor Commissioners. We, the

said committee declare we are fully authorized to represent Local No. 156 of the Brotherhood of Painters, Decorators and Paperhangers of America, at Evansville, Indiana.

CLARK SMITH, Chairman,
LEO BALDWIN,
J. ED. ROSENBLATT,
CHARLES GIBSON,
JOHN COAKLEY,
W. E. GADDIS,

Committee.

On Tuesday, April 13, the dispute was turned over to the Commission, and requesting them to use their best efforts towards a speedy settlement, both sides expressing their determination to submit to the findings thereof.

After a careful investigation of the contending factions, the following proposition was drawn up and submitted to both the union and the association by the Labor Commission as their ultimatum:

Evansville, Indiana, April 13, 1909.

By virtue of authority vested in the State Labor Commission of Indiana, whereby the Master Painters' Association and Local Union No. 156, Brotherhood of Painters, Decorators and Paperhangers of Evansville, Indiana, have agreed to abide and conform with any decision that said Commission might arrive at to settle the controversy precipitated April 1, 1909. The said Labor Commission have considered all the evidence obtained from both sides of the contest and render the following finding:

1. That the same shop rules and regulations shall obtain that prevailed in the contract for the year beginning the first Monday in April, 1908.

2. That there shall be no discrimination on the part of the Master Painters' Association against any member of Local Union No. 156, nor any apprentices either members of the union or not and in like manner there shall be no discrimination by members of Local Union No. 156.

3. That the scale of wages shall be established for a period of two years beginning April 1, 1909, and be as follows:

From July 1, 1909, to September 30, 1909, the scale shall be forty cents per hour. From October 1, 1909 to September 30, 1910, the scale shall be forty-two and one-half cents per hour. From October 1, 1910 to March 31, 1911, the scale shall be forty-five cents per hour.

If either the Master Painters' Association or Local Union No. 156 desire to open this prescribed scale of wages for readjustment at the end of two years from April 1, 1909, then such party must give the other six months' notice in writing. Failure to give such notice by either party shall be construed to mean the scale of forty-five cents per hour will be contracted for the following year.

5. If any contract existing between the Master Painters' Association and Local Union No. 156 shall conflict with the provisions of this finding by the State Labor Commission it shall be declared void.

Witness our hand and seal this 13th day of April, 1909.

The foregoing proposition proved satisfactory to both sides and was placed on record as per agreement. The men returned to work Wednesday, April 14, 1909, after extending a vote of thanks to the Commissioners for the good work performed in their behalf.

The Master Painters' Association likewise extended their thanks, declaring any troubles that might arise in the future will be immediately turned over to the State's representatives, as being the most speedy, as well as the most satisfactory, means of adjustment for both sides.

BIT WORKERS, KOKOMO.

Aggrieved because the company issued new time cards, fifty of the employes of the Rockford Bit Company, located at Kokomo, Indiana, walked out Wednesday morning, June 9, 1909. The management explained that the cards were designed to secure a more minute account of the cost of the production of each department and the work accomplished by each workman. The force that went out represented about one-third of the employes, consequently the factory was able to run with the assistance of the force remaining.

The Labor Commission took up the matter at once and called upon the company, tendering their services. After a lengthy discussion it was agreed to let the matter rest until Monday, June 14, as the company were inclined to believe the men had a misunderstanding regarding the new time card, and that all would return to work voluntarily as soon as it had been explained that no reduction in wages was intended.

Following is the old time card used:

BIT WORK.

Kind of Work.	Kind of Bits.	Size.	Quantity.

Total.....
 Actual number of hours worked.....
 Name.....190...

Following is the time card submitted and the cause of the trouble:

MORNING.

No. Name
 Dept. Date 190

Kind of Work.	Pattern.	Time.	Size.	Quantity.
		6 50		
		7 00		
		10		
		20		
		30		
		40		
		50		
		8 00		
		10		
		20		
		30		
		40		
		50		
		9 00		
		10		
		20		
		30		
		40		
		50		
		10 00		
		10		
		20		
		30		
		40		
		50		
		11 00		
		10		
		20		
		30		
		40		
		50		
		12 00		

AFTERNOON.

Kind of Work.	Pattern.	Time.	Size.	Quantity.
		12 40		
		50		
		1 00		
		10		
		20		
		30		
		40		
		50		
		2 00		
		10		
		20		
		30		
		40		
		50		
		3 00		
		10		
		20		
		30		
		40		
		50		
		4 00		
		10		
		20		
		30		
		40		
		50		
		5 00		
		10		
		20		
		30		
		5 40		

Notice—Always put the date, your name and number on the card.

When you finish a size or pattern bit or chisel, draw a line clear across the card through the time the job was completed, if a job was completed at a five minute period, draw a line between period where same would come. In space above this line put your report on that particular job.

Do not estimate time, but mark it by the clock.

The following letter is self-explanatory :

Indiana Labor Commissioners, Room 87 State House, Indianapolis, Indiana :

Gentlemen—We wish to advise you that practically all of our men returned to work Monday morning—their walkout having been the result of a misunderstanding.

Kindly accept our thanks for your offer of assistance.

Yours very truly,

HENRY C. DAVIS, President,
Rockford Bit Company.

PAINTERS, ETC., TERRE HAUTE.

On April 1, 1909, the Painters, Decorators and Paperhangers of Terre Haute, Indiana, went on strike to enforce their demand for an increase in wages from 30 to 35 cents per hour for time work in behalf of the painters and an increase of approximately 10 per cent. for piece work, performed only by paperhangers.

Local Union No. 197 numbers about eighty-five men, and so successful was the union in its demand that quite a number of the employers signed the new scale on request, and only about forty men were thrown out of employment when the strike was called.

The Labor Commission went to Terre Haute to offer assistance. By Saturday evening, April 3, twenty-five employers had signed the new scale and only ten men were left on strike, with an immediate prospect of placing all members of the union at work. Recognition of the union and "closed shops" were not considered in this controversy:

Following is the scale of wages agreed upon and signed by the employers:

AGREEMENT AND SCALE OF WAGES.

The following is the scale of wages for the Painters, Decorators and Paperhangers' Local 197, of Terre Haute, Indiana, to take effect April 1, 1909; expires April 1, 1910.

Painters—Thirty-five cents per hour for journeymen. Sign painters, 45 cents per hour, time and one-half for overtime and double time for Sundays and holidays. No member to work on Labor Day.

Work day to consist of 9 hours; from 7:00 a. m. to 12:00 m., and from 1:00 p. m., to 5:00 p. m.

Pay day to be 5:00 p. m., Saturday of each week.

Paperhangers' Scale, Based on Roll Eight Yards Long and Eighteen Inches Wide, Unless Otherwise Specified.

White blanks, one edge.....	10	Cents per roll.
White blanks, wired.....	12½	Cents per roll.
Gilts, one edge.....	12½	Cents per roll.
Gilts, wired.....	15	Cents per roll.
Crepes.....	25	Cents per roll.
All butted work, unless otherwise specified.....	20	Cents per roll.
Duplex and ingrain.....	20	Cents per roll.
Tints, wired.....	20	Cents per roll.
Tints, butted.....	25	Cents per roll.
Lin-O-Wall, Lincrusta, or goods same class.....	35	Cents per roll.
Varnished tile.....	25	Cents per roll.
Dados.....	5	Cents per roll extra.
Upper thirds.....	5	Cents per roll extra.
Upper thirds extended on ceilings on figured paper.....	10	Cents per roll extra.
All caps, crowns and bases.....	22½	Cents each.
All panel work, except white blanks.....	25	Cents per roll.
Burlap.....	12½	Cents per square yard.
Sanitas.....	15	Cents per square yard.
Lining paper, wired.....	15	Cents per roll.
Lining paper, butted.....	20	Cents per roll.
Tacking muslin on side wall.....	5	Cents per yard.
Tacking muslin on ceiling.....	8	Cents per yard.
Sising and perashing.....	5	Cents per roll.
All cuttings to mouldings.....	2½	Cents per roll extra.
All cuttings to borders.....	5	Cents per roll extra.
Putting up moulding, 1 inch or less.....	2	Cents per foot.
Putting up moulding, over 1 inch or less than 3 inches.....	2½	Cents per foot.
Putting up moulding, 3 inches or more.....	3	Cents per foot.
Plate, Photo or Card Rail.....	35	Cents per hour.
Closets or pantries with shelving.....	5	Cents per roll extra.
All ceilings centered or dropped to match.....	10	Cents per roll extra.
Preparatory work.....	35	Cents per hour.

All scaffolding in large halls to be furnished.

On all jobs of less than \$1.50, expressage to be paid by party having work done.

A discount of 15 per cent. will be allowed employers on all items, except hour work.

J. W. TREMAINE, President Local 197.

E. F. SCHWEIGEL, Secretary Local 197.

.....
Contractor.

PAINTERS, ETC., SOUTH BEND.

On December 1, 1908, Local Union No. 798, of the Brotherhood of Painters, Decorators and Paperhangers of America, located at South Bend, Indiana, appointed a committee consisting of Messrs. Ottis Romine, Robert Storms and George Shelly, to call upon the Master Painters' and Paperhangers' Association, for the purpose of inviting them to a conference to be held jointly between the association and the union, in an endeavor to come to some satisfactory agreement regarding the contract to be issued April 1, 1909. Two out of the seventeen representatives of the association responded to the invitation.

The non-appearance of the association members at the above mentioned conference resulted in a call being issued for a strike, to go into effect April 1, and about sixty men quit work.

Following is the agreement drawn up and adopted by Local Union No. 798, and submitted to the employing painters for their approval and signature:

Articles of Agreement Between The Painters, Decorators and Paperhangers of America, Local No. 798, and the Contracting Painters of South Bend and Vicinity, April 1, 1909 to April 1, 1910.

Between.....contracting painters of the City of South Bend, County of St. Joseph, and State of Indiana, party of the first part, and the Journeymen Painters (Local 798 and Vicinity) of the Brotherhood of Painters, Decorators and Paperhangers of America, party of the second part. Witnesseth, that, the party of the first part covenants and agrees, in consideration of the strict observance by the party of the second part of certain rules, regulations and obligations herein set forth.....
.....he.....will faithfully keep and strictly observe the following rules:

1. Nine (9) hours shall constitute a day's work, but such days work shall not commence before the hour of seven (7) o'clock a. m., nor continue after the hour of five (5) o'clock p. m. and should it be necessary to continue after five (5) o'clock p. m., there shall be a cessation of work for at least one (1) hour.

All firms who request or insist on having daily time sheets sent in shall furnish the man in charge with sufficient stamped envelopes or money to cover expense incurred in complying with this demand.

2. All overtime on regular working days shall be paid for at the rate of time and one-half, and work done on Sundays, New Years Day, Thanksgiving Day, Decoration Day, Fourth of July and Christmas Day shall be paid for at the rate of double time, it being understood that the above mentioned days are to be calendar days, extending from 12 o'clock midnight to 12 o'clock midnight. It is expressly agreed, however, that no work shall be done under any circumstances on Labor Day.

3. The minimum rate of wages shall be thirty (30) cents per hour on and after April 1, 1909, and until April 1, 1910.

4. The party of the second part agrees with the party of the first part that any of its members doing contracting or taking work must take same at the rate of forty (40) cents per hour. Any member violating this section will be fined two (2) dollars per day while on said job or expelled from the local.

5. The party of the first part hereby agrees with the party of the second part that.....he.....will employ none others than members in good standing of the party of the second part and will pay the scale of wages as provided in Section 3, herein and also that.....will refer to the secretary of Local 798, of the Brotherhood of Painters, Decorators and Paperhangers of America, all painters applying for work.

6. Said party of the first part agrees to establish and maintain a weekly pay day at which time all employes of said party of the first part shall be paid in full in lawful money of the United States of America; but when

journeyman is discharged or laid off, he shall be paid at the time of discharge or layoff. In no case shall more than two (2) days' pay be held back by the employer.

7. The said party of the first part shall have the right to employ one boy under the age of eighteen (18) years as an apprentice and one additional boy under said age for every twelve (12) journeymen regularly employed by said party of the first part. Such boy or boys to be bound by contract in writing for a term of three years, and said party of the first part agrees to keep such boy or boys in continuous employment until the expiration of said time and at the expiration of said time furnish said boy or boys with his indenture papers or credentials.

8. All carfare above ten cents and all railroad fare outside the city limits must be paid by the contractors.

9. When journeymen are working outside of city limits where it is impracticable for them to return to their respective homes each evening, their board shall be paid by the contractors. Journeymen shall not leave town before six o'clock a. m., unless to make a train or car, nor remain on the job after five (5) o'clock p. m.

10. Any journeyman going to work, leaving his shop before 6:45 o'clock a. m., shall stand no loss of time if not able to get to work on account of distance or accident.

11. No party in good standing of the party of the second part shall be discharged for refusing to work on a ladder or scaffold he considers unsafe and such member shall be paid for the time taken by him for inspection of such ladders or scaffolding, or for enforcing the working rules. Any necessary material which may be required on a job shall be ordered by telephone at the contractor's expense. All material weighing twenty-five pounds or over shall be delivered on the job.

In Witness Whereof the said parties have hereunto set their hands and seals this.....day of.....A. D., 190.....

Signed.....

Indorsed by the International Headquarters of the Brotherhood of Painters, Decorators and Paperhangers of America, Lafayette, Indiana, and the Building Trades Department of the American Federation of Labor, Local.

ROSCOE NICHOLS, President,
JAMES M. KELLY, Secretary,
For Local 798, B. P. D. & P. H.

Adopted.....190.....

From April 1, 1909, when the proposition was presented to the master painters, to April 8, nine of the seventeen employers had signed the new agreement. These, however, were the smaller contractors.

The Labor Commissioners, upon their arrival, held several conferences with the contending parties, but no satisfactory agreement could be reached. The question of wages was practically settled,

but the remaining eight employers, the larger contractors, refused to recognize the union.

Local Union No. 798, Brotherhood of Painters, Decorators and Paperhangers of America, had a membership of sixty when the strike was inaugurated, but had been increased to one hundred members immediately following the trouble. About forty men remained idle on account of the strike.

Several other conferences were held while the Commission remained in South Bend, but nothing definite was accomplished, both sides refusing to concede a point. All efforts at settlement by mediation or arbitration having failed, the Commissioners left, realizing the strike would prove a long-drawn-out affair, which only time would change.

Following is a circular issued to the public by the strike committee for the furtherance of the cause:

TO THE PUBLIC.

We, the undersigned, contracting painters and paperhangers are prepared to furnish the best of material and mechanics to do all work in our line at the same old price and furnish *union labor*.

N. NORDBLAD, Home phone 1950, 1406 Chapin St.

W. S. MARTIN, Home phone 6375.

M. S. SEATON, Home phone 2681, 1010 E. Dayton St.

JOHN MITCHELL, With Chicago Wall Paper Company.

J. BRESKIN, Home phone 6664, 406 South Michigan St.

J. N. CALVERT, 407 South Michigan St.

S. C. MCCHESENEY, Home phone 1726, 318 Olive Street.

W. MAGILL, With Chicago Wall Paper Company.

HENRY PETERSON, Home phone 1669, 431 E. LaSalle Av.

JOHN C. TRAGER, 349 South Michigan Street.

JESSE GUNN, Home phone 5522, McCarty Street.

F. C. METCALF, 1004 West Oak Street.

FRANK DONOVAN, Mishawaka.

The following letter is self-explanatory, and was received in answer to a communication sent by the Commission, tendering their services again should opportunity present itself and anything satisfactory could be accomplished:

South Bend, Indiana, April 27, 1909.

Messrs. Woerner and Slough, State Labor Commissioners, Indianapolis, Indiana.

Gentlemen—The painters are still out in-so-far as the few main shops are concerned but there are eighteen shops in South Bend and two in

Mishawaka who have signed the agreement and the boys are nearly all working.

The "scabs" have received the benefit of the strike as every one is getting 30 cents per hour at present.

Respectfully yours,

ROSCOE NICHOLS, President.

BREWERY WORKERS, TERRE HAUTE.

On Saturday, February 27, 1909, the brewery employes of the Terre Haute Brewing Company and the People's Brewery of Terre Haute, Indiana, struck because the two above mentioned companies refused to sign a new contract with the brewery crafts.

The unions involved were the Brewery Workers' Local Union No. 85, Bottlers' Local No. 288, Brewery Drivers' Local No. 135 and Brewery Laborers' Union No. 286. About two hundred men responded to the call.

The Labor Commission went to Terre Haute on Friday, March 2, 1909, and on March 3 held a conference with the executive committee of the different unions and found their demands on the employers to be a small increase in certain wages and some slight modification in the working conditions or agreement.

The Commission next called upon Mr. George Maier, representing the breweries interested. Mr. Maier was disposed to grant concessions in raising wages, as demanded, and reducing the hours of labor from nine hours per day to an eight hours per day schedule, provided he could be assured of eight hours actual work per day.

Herewith is appended the old contracts for the different locals, setting forth the particulars of agreement:

Contract Between Brewers' Local Union No. 85 of Terre Haute, Indiana, of the International Union of the United Brewery Workmen of America, and the Terre Haute Brewing Company.

Sec. 1. Only members of Local Union No. 85, Terre Haute, Indiana, and the International Union of the United Brewery Workmen of America, in good standing, shall be employed by the undersigned firm.

Sec. 2. No men recommended by saloon keepers or other business men shall be employed. The employer and the foreman have the right to employ any man who can produce a membership book of the International Union of the United Brewery Workmen of America in good standing.

Sec. 3. The employer has the right to learn the reason for the expulsion or suspension of any of the members of Local Union No. 85. At the same time the Local Union No. 85 shall have the right to learn the reasons for the discharge of any of its members by the firm.

Sec. 4. Reasons for dismissal are: Neglect in the performance of work or refusal of same; excessive drinking and dishonesty.

Sec. 5. In case of sickness the employe shall receive his former position after recovery. His substitute shall receive the same wages.

Sec. 6. No man who serves as officer or is on a committee for the union shall in any way be discriminated against so long as he does his work and does not prevent his fellow-workers from work. No member shall be discriminated against or discharged on account of private affairs.

Sec. 7. A work-day shall consist of nine (9) full hours, except as otherwise stated.

The division of labor is to be left to the foreman.

Sec. 8. Wages:

Wash house	Not less than	\$16 50 per week.
Brew house	Not less than	18 00 per week.
Cellars and mill house	Not less than	18 00 per week.
Regular coopers in shop	Not less than	18 00 per week.
First engineers in Main engine room, 7 days' work, 8 hours per day ..	Not less than	18 00 per week.
Second engineers in Main engine room, 7 days' work, 8 hours per day ..	Not less than	16 00 per week.
Engineer in Brew house, 7 days' work, 12 hours per day	Not less than	2 50 per day.
Dry house employes, 12 hours per day	Not less than	2 40 per day.
General repairing of machinery, piping, etc.	Not less than	2 75 per day.
Steam fitting and plumbing	Not less than	3 00 per day.
Steam fitting and plumbing work outside Brewery plant	Not less than	3 60 per day.

Overtime, Sunday and holiday work shall be paid at the rate of time and one-half.

Sec. 9. Wages for head men in the departments shall be left to the employer.

Sec. 10. Wages, also overtime shall be paid weekly. The Fourth of July, Labor Day, Christmas and New Year's Day shall be considered holidays.

Sec. 11. One apprentice to every twenty-five brewery workmen or part thereof can be employed in the brewery. The apprentices shall not be under sixteen and not over twenty-one years of age.

Sec. 12. In case of differences between employer and employe during the term of this contract or after expiration thereof, regarding wages or any other matter, the same shall be left to an Arbitration Committee composed of two members chosen by Local Union No. 85 and two members chosen by the employer, and in case of disagreement a fifth disinterested party to be chosen by the four. Their decision shall be binding on both parties.

Sec. 13. Employes shall receive beer as heretofore and shall go to the tap room for the beer, under the control of the foreman.

Sec. 14. This agreement shall be printed and displayed in suitable places in the brewery.

Sec. 15. This agreement shall remain in force from January 1, 1906, to January 1, 1909.

Sec. 16. It is mutually agreed that this contract shall continue on the same terms and at the same wages for one year beyond January 1, 1909, unless sixty days' notice prior to January 1, 1909, shall be given by either party.

Sec. 17. Union malt shall be given the preference.

For the purpose of making the above contract binding, the following signatures have been attached, this the 5th day of January, 1909.

For the Terre Haute Brewing Company.

C. FAIRBANKS, President.

GEORGE MAIER, Secretary.

For Local No. 85.

CARL KAPPLER.

ALBERT MEISE.

GEORGE SENG.

GEORGE DORSY.

HERMANN MUELLER.

JOHN HAIDL.

Endorsed by the International Executive, Cincinnati, Ohio, January 6, 1906.

JOSEPH PROEBSTLE, International Secretary.

Contract Between Local Union No. 288 Beer Bottlers of the International Union of the United Brewery Workmen of America, and the Terre Haute Brewing Company, of Terre Haute, Indiana.

Sec. 1. The employer or foreman has the right to employ any union employe who is in the possession of his card showing him in good standing of Union No. 288, the oldest employes in point of service to have preference provided they are proficient. The division of labor is to be left to the foreman. No employe to be admitted to the union under 18 years of age. The employer has the right to employ two (2) boys to each three (3) union employes in his employ on day shift or night shift. During the busy season Local Union No. 288 agrees that the employer shall be permitted to employ extra help, so long as such employment does not cause any lay-off to the union men. In case it should become necessary during dull business season to lay off men, the same must be laid off in rotation and in an impartial manner for not less than one (1) day and not longer than one (1) week at a time.

Sec. 2. Reasons for dismissal are: Neglect in the performance of work or refusal of same, excessive drinking or dishonesty.

Sec. 3. The employer or foreman has the right to learn why a member of the union has been dropped. The union has the same right when one of its members has been discharged.

Sec. 4. In case of sickness the employe shall receive the same position formerly held by him. His substitute shall receive the same wages paid him.

Sec. 5. The serving on a committee or in an official capacity by an employe shall not be cause for discrimination. No union man shall be discriminated against under any condition.

Sec. 6. A working day shall consist of nine hours, whether on day shift or night shift. The first turn or shift shall work from 7 a. m. until 11:00 a. m. and from 12:00 noon to 5:15 p. m. The second turn or shift shall work from 8:00 a. m. to 12:00 noon, and from 1:20 p. m. until 6:15 p. m. The night shifts or turns shall be governed in the same way.

Sec. 7. Overtime and Sundays and all legal holidays to be paid for at the rate of time and one-half.

Sec. 8. Wages of Union employes:

All beer steamers shall be paid 26 1-9 cents per hour or \$2.35 per day.

All machine hands, barrel packers, casers and case stenciling workers shall receive 25 cents per hour, or \$2.25 per day.

All other union employes who are at the present time members of Union No. 288 shall receive not less than 20 cents per hour or \$1.80 per day.

All new members taken into the union shall receive \$1.58 1-3 cents per day or \$9.50 per week.

Sec. 9. Each union employe to receive the usual allowance of beer and time for lunch and one hour for dinner, part of the time consumed in drinking beer and lunching to be deducted from the day's work, or fifteen minutes per day.

Sec. 10. In case of difference between employer and employes during the term of this contract regarding wages or any other matter, the same shall be left to an Arbitration Committee, composed of two members chosen by Local Union No. 288 and two members chosen by the employer, and in case of disagreement a fifth disinterested party to be chosen by the four. Their decision shall be binding on both parties; no strike or lockout to be declared, except an International officer comes to the ground to investigate.

Sec. 11. The foregoing shall be considered as a contract covering a period of time from January 1, 1906 to January 1, 1909.

Sec. 12. It is mutually agreed that this contract shall continue on the same terms, at the same wages for one year beyond January 1, 1909, unless sixty days' notice be given by either party.

To make the above contract binding the following signatures have been attached, this 8th day of February, 1906.

GEORGE MAIER, Secretary Terre Haute Brewing Company.

WM. HEINZELMAN,
JOHN STIEGELBAUER,
CHAS. D. PHILLIPS,
H. H. CARLISLE,

Local 288.

Contract Between Terre Haute Brewing Company and the Brewery Drivers' Union No. 135 of the Brewery Workers' National Union.

Sec. 1. No one shall be employed as a driver who is not a member of the National Union of the United Brewery Workmen; provided, however, that the Brewing Company shall have the right to employ drivers not members of the union, but who will become members within thirty days, if the union cannot furnish competent and agreeable men.

Sec. 2. Ten hours of labor shall constitute one day and six days shall constitute one week for drivers of roll and bottle wagons.

Sec. 3. Nine hours shall constitute one day and six days shall constitute one week for shipping wagon drivers.

Sec. 4. Ten hours of labor shall constitute one day, and seven days shall constitute one week for stablemen.

Sec. 5. Route drivers shall receive \$17.50; shipping wagon drivers, \$14.50; bottle beer drivers \$14.00 per week; stablemen shall receive \$10.00 and 50-100 and \$11.00 and 50-100 per week, according to the class of work they are required to do at the direction of the Barn Superintendent.

Sec. 6. Reasons for dismissal are: Neglect in the performance of work or refusal of same, excessive drinking or dishonesty, or failure to keep accurate accounts.

Sec. 7. The delivery of beer on Sunday will be considered as overtime.

Sec. 8. All overtime work shall be considered as time and one-half.

Sec. 9. Sunday work shall not be required unless absolutely necessary.

Sec. 10. During the time of year when work is slack, no particular one shall be discharged or laid off, but each driver independently of his position, shall take a week's lay-off without pay in turn, and if the laying off of one driver is not sufficient to keep all others employed, then two or three or more shall be laid off in the same order.

Sec. 11. No driver shall be discharged on account of sickness, but shall be given his old position as soon as able to fill the same.

Sec. 12. Drivers are not to loiter about barn when not on duty. Drivers are to remove harness from horses at any time horses are placed in stalls, to avoid damaging harness. Stablemen are to clean and care for horses; also to place harness on horses in the morning only.

Sec. 13. Where drivers are required to curry and harness horses, they shall receive fifty cents per head extra each week.

Sec. 14. Acting as a committeeman or delegate to a labor convention will be the only excuse accepted for a route driver, shipping wagon driver or bottled beer driver leaving his work, and in this case he must give his employer five days' notice before he wishes to leave.

Sec. 15. Stablemen will not be permitted to deliver beer while the regular drivers are laid off on account of slack work. This section must be strictly adhered to.

Sec. 16. When route drivers lay off or quit driving, the shipping wagon driver having held the position of shipping wagon driver the longest shall have the preference for the vacancy, provided he is capable, agreeable and satisfactory to both the trade and the brewing company; route and bottle beer drivers must be qualified to keep legible and accurate accounts of deliveries and collections.

Sec. 17. In case of difference between employer and employes during the term of this contract or after expiration thereof, regarding wages or any other matter, the same shall be left to an Arbitration Committee, composed of two members chosen by the Brewery Drivers' Union No. 135, and two members chosen by the employer, and in case of disagreement, a fifth disinterested party to be chosen by the four. Their decision shall be binding on both parties.

Sec. 18. The foregoing shall be considered as a contract covering a period of time from January 1, 1907, until January 1, 1909.

Sec. 19. It is mutually agreed that this contract shall continue on the same terms and the same wages for one year beyond January 1, 1909, unless sixty days' notice prior to January 1, 1909, shall be given by either party.

For the making of the above contract binding, the following signatures have been attached this 28th day of February, 1907.

GEORGE MAIER, Secretary Terre Haute Brewing Company.

G. S. DONHAM,
ED. P. CALVERT,
CH. ALTVATER,
M. C. VANOSDALE,
H. M. EDWARDS,
JOHN HAHN,
E. F. STEVENS,
Committee.

Contract Between Terre Haute Brewing Company and the Ice Plant and Brewery Workers' Laborers' Union No. 286 of the Brewery Workers' National Union.

Sec. 1. The employer or foreman has the right to employ any union man who is in the possession of his card showing him to be a member in good standing; men of Union No. 286 and the oldest men of said jobs to be given preference.

Sec. 2. The employer or foreman has the right to learn why a member of the union has been dropped; the union has the same right when one of its men have been discharged.

Sec. 3. Reasons for dismissal are: Neglect in the performance of work or refusal of same, excessive drinking or dishonesty.

Sec. 4. In case of sickness the employe shall receive the position formerly held by him; his substitute shall receive the same wages paid him.

Sec. 5. The serving on a committee or in an official capacity shall not be cause for prejudicial action so long as he performs his work and does not interfere with the performance of the duties of his fellow workmen.

Sec. 6. A working day shall consist of nine hours, except where otherwise specified. The division of labor to be left to the foreman.

Sec. 7. Overtime, Sunday and holiday work shall be paid at the rate of time and one-half. Fourth of July, Labor Day, Christmas and New Year's Day shall be considered as holidays.

Sec. 8. Wages.	Per day.
Yard men, 25 5-9c per hour or.....	\$2.50
Boiler washer, 25 5-9c per hour or.....	2.50
Blacksmith, 27 5-9c per hour or.....	2.50
Condenser cleaner, 27 7-9c per hour or.....	2.50
Brew house engineer, 7 days, 12 hours.....	2.50
General repairing of machinery, piping, etc.....	2.75

Ice Plant—	Per day.
Tank men, eight hour shift.....	\$1.85
Employes in ice vault, 12 hours.....	2.30

Sec. 9. In case of difference between employer and employes during the term of this contract or after expiration thereof, regarding wages or any other matter, the same shall be left to an Arbitration Committee composed of two members chosen by the Ice Plant and Brewery Workers' Laborers' Union No. 286 and two members chosen by the employers, and in case of disagreement a fifth disinterested party to be chosen by the four. This decision shall be binding on both parties.

Sec. 10. Employes shall receive beer as heretofore and shall go to the tap room for the beer under the control of the foreman.

Sec. 11. The foregoing shall be considered as a contract covering a period of time from January 1, 1906, until January 1, 1909.

Sec. 12. It is mutually agreed that this contract shall continue on the same terms and at the same wages for one year beyond January 1, 1909, unless sixty days' notice prior to January 1, 1909, shall be given by either party.

For the making of the above contract binding, the following signatures have been attached, this 5th day of January, 1906.

GEORGE MAIER, Secretary Terre Haute Brewing Company.

WM. MERRILL,

BEN. J. LEUSING.

JOHN J. CANTY.

FRED BAKER,

Committee.

Endorsed by the International Executive, Cincinnati, Ohio, January 6, 1906.

JOSEPH PROEBSTLE, International Secretary.

Following are the new contracts submitted by the striking brewery workers:

Contract Between Terre Haute Brewing Company and the Ice Plant and Brewery Workers' Laborers' Union No. 286, of the Brewery Workers' National Union.

Sec. 1. The employer or the foreman has the right to employ any union man who is in the possession of his card showing him to be a member in good standing; men of Union No. 286 and the oldest men of said jobs to be given preference.

Sec. 2. The employer or foreman has the right to learn why a member of the union has been dropped; the union has the same right when one of its men have been discharged.

Sec. 3. Reasons for dismissal are: Neglect in the performance of work or refusal of same, excessive drinking or dishonesty.

Sec. 4. In case of sickness the employe shall receive the position formerly held by him; his substitute shall receive the same wages paid him.

Sec. 5. The serving on a committee or in an official capacity shall not be cause for prejudicial action so long as he performs his work and does not interfere with the performance of the duties of his fellow workmen.

Sec. 6. A working day shall consist of eight full hours, except where otherwise specified. The division of labor is to be left to the foreman.

Sec. 7. Overtime, Sunday and holiday work shall be paid for at the rate of time and one-half. Fourth of July, Labor Day, Christmas and New Year's Day shall be considered as holidays.

Sec. 8. Wages:	Per day.
Yard men, 28½c per hour or.....	\$2.30
Boiler washer, 28½c per hour or.....	2.30
Blacksmith, 31½c per hour or.....	2.50
Condenser cleaner, 31½c per hour or.....	2.50
Brew house engineer, 7 days, 12 hours.....	2.50
General repairing of machinery, piping, etc., 34½c per hour or.....	2.75
Ice plant—	Per day.
Tank men, eight hours' shift.....	1.85
Employes in ice vault, 12 hours' shift.....	2.30

Sec. 9. In case of difference between employer and employes during the term of this contract, regarding wages or any other matter, the same shall be left to an Arbitration Committee composed of two members chosen by the Ice Plant and Brewery Workers' Laborers' Union No. 286, and two members chosen by the employer, and in case of disagreement a fifth disinterested party to be chosen by the four. Their decision shall be binding on both parties. No strike or lockout to be declared except an International officer comes to the ground to investigate.

Sec. 10. Employes shall receive beer only before beginning work and after quitting time; all employes shall go to the tap room for the beer on the employes own time, under the control of the foreman.

Sec. 11. It is mutually agreed that this contract shall continue on the same terms and at the same wages for one year beyond January 1, 1912, unless sixty days' notice prior to January 1, 1912, shall be given by either party.

For the making of the above contract binding, the following signatures have been attached, this 5th day of March, 1909.

GEORGE MAIER, Secretary.

Terre Haute Brewing Company.

BEN J. LEUSING,

For Local No. 286.

JOE OBERGFELL,

International Executive Board Member.

Contract Between Terre Haute Brewing Company and the Brewery Drivers' Union No. 135 of the Brewery Workers' National Union.

Sec. 1. No one shall be employed as a driver who is not a member of the National Union of the United Brewery Workmen; provided, however, that the brewing company shall have the right to employ drivers not members of the union, but who will become members within thirty days if the union cannot furnish competent and agreeable men.

Sec. 2. Ten hours shall constitute one day and six days shall constitute one week for drivers of roll and bottle wagons.

Sec. 3. Eight hours shall constitute one day and six days shall constitute one week for shipping wagon drivers.

Sec. 4. Ten hours of labor shall constitute one day, and seven days shall constitute one week for stablemen.

Sec. 5. Route drivers shall receive seventeen (\$17.50) dollars and fifty cents; shipping wagon drivers, fourteen (\$14.50) dollars and fifty cents and bottle beer drivers fourteen (\$14.00) dollars per week for their services; stablemen shall receive twelve (\$12.50) dollars and fifty cents and thirteen (\$13.00) dollars per week, according to the class of work required to perform at the direction of the Barn Superintendent.

Sec. 6. Reasons for dismissal are: Neglect in the performance of work or refusal of same, excessive drinking or dishonesty or failure to keep accurate accounts.

Sec. 7. The delivery of beer on Sunday will be considered as overtime.

Sec. 8. All overtime work shall be considered as time and one-half.

Sec. 9. Sunday work shall not be required unless absolutely necessary.

Sec. 10. During the time of year when work is slack, no particular one shall be discharged or laid off, but each driver independently of his position shall take a week's lay-off without pay in turn, and if the laying off of one driver is not enough to keep all others employed, then two or three or more shall be laid off in the same order.

Sec. 11. No driver shall be discharged on account of sickness, but shall be given his old position as soon as able to fill the same.

Sec. 12. Drivers and employes are not to loiter about the barn when not on duty. Drivers are to remove harness from horses at any time horses are placed in stalls, to avoid damaging harness. Stablemen are to clean and care for horses; also to place harness on horses in the morning only.

Sec. 13. Where drivers are required to curry and harness horses they shall receive fifty cents per head extra per week.

Sec. 14. Acting as a committeeman or delegate to a labor convention will be the only excuse accepted for a route driver, shipping wagon driver or bottled beer driver leaving his work, and in this case he must give his employer five days' notice before he wishes to leave.

Sec. 15. Stablemen will not be permitted to deliver beer while the regular drivers are laid off on account of slack work. This section must be strictly adhered to.

Sec. 16. When route drivers lay off or quit driving, the shipping wagon driver having held the position of shipping wagon driver longest shall have preference for the vacancy, provided he is capable, agreeable and satisfactory to both the trade and the brewing company; route and bottle beer drivers must be qualified to keep legible and accurate written accounts of deliveries and collections.

Sec. 17. In case of difference between employer and employes during the term of this contract regarding wages and any other matter the same shall be left to an Arbitration Committee composed of two members chosen by the Brewery Drivers' Union No. 135, and two members chosen by the employer, and in case of disagreement, a fifth disinterested party to be

chosen by the four. Their decision shall be binding on both parties. No strike or lockout to be declared except an International officer comes to the ground to investigate.

Sec. 18. The foregoing shall be considered as a contract covering a period of time from January 1, 1909, until January 1, 1912.

Sec. 19. It is mutually agreed that this contract shall continue on the same terms and at the same wages for one year beyond January 1, 1912, unless sixty days' notice prior to January 1, 1912 shall be given by either party.

For the making of the above contract binding, the following signatures have been attached. this 5th day of March, 1909.

GEORGE MAIER, Secretary,
Terre Haute Brewing Company.
M. C. VANOSDALE,
For Local Union No. 135.
JOE OBERGFELL,
International Executive Board Member.

Contract Between the Terre Haute Brewing Company and the International Brotherhood of Stationary Firemen, No. 27, of Terre Haute, Indiana.

The committee of Local No. 27 of Terre Haute, Indiana, respectfully presents the following to the Terre Haute Brewing Company for its signature.

Sec. 1. The employer or foreman has the right to employ any fireman or coal shoveler who is in possession of a card showing him to be a member in good standing of any branch of the International Brotherhood of Stationary Firemen; members of Local No. 27 to be given the preference.

Sec. 2. The employer or foreman has the right to know why a member of the union has been dropped; the union claims the same right when one of its members has been discharged.

Sec. 3. Reasons for dismissal are: Neglect in the performance of work or refusal of same; excessive drinking or dishonesty.

Sec. 4. In case of sickness the employe shall receive the position formerly held by him; his substitute shall receive the same wages.

Sec. 5. The serving on a committee or in an official capacity shall not be the cause for prejudicial action so long as he performs his work and does not interfere with the performance of the duties of his fellow workmen.

Sec. 6. Firemen to have good coal, coal shoveler to help fireman as before. Night shoveler to work steady every night and help fireman, and keep ashes out of the way the same as day shovelers. From May 1, to November 1, two coal shovelers to be on day run and one on night run balance of the year; from November 1 to May 1 one coal shoveler on day run and one on night run. If more than four boilers are on, then additional help for shoveling coal is to be furnished if chief engineer insists on or considers it necessary. Trash must not be burned in front of the main boiler door.

Sec. 7. Firemen to receive \$15.25 per week of seven days, of eight hours per day. When more than four boilers are on an extra fireman shall be put on.

Sec. 8. Coal shovelers to receive \$2.10 per day of ten hours work.

Sec. 9. In case of difference between employer and employes, during the term of this contract or after expiration thereof, regarding wages or any other matter, the same shall be left to an Arbitration Committee composed of two members chosen by Local Union No. 27, and two members chosen by the employer, and in case of disagreement, a fifth disinterested party to be chosen by the four. The majority decision of this committee shall be binding on both parties.

Sec. 10. The foregoing shall be considered as a contract covering the period from January 1, 1909, to January 1, 1912.

Sec. 11. It is mutually agreed that this contract shall continue on the same terms and at the same wages for one year beyond January 1, 1912, unless sixty days' notice prior to January 1, 1912, shall be given by either party.

For the purpose of making the above contract binding the following signatures have been attached, this 24th day of February, 1909.

GEORGE MAIER, Secretary Terre Haute Brewing Company.

JAMES NEWBY,
REASON McNABY,
FRANK ROGERS,
U. J. KAUFMAN,
LUTHER MAPES,
Committee.

Contract Between Brewers' Local Union No. 85 of Terre Haute, Indiana, of the International Union of the United Brewery Workmen of America, and the Terre Haute Brewing Company.

Sec. 1. Only members of Local Union No. 85, Terre Haute, Indiana, and the International Union of the United Brewery Workmen of America, in good standing shall be employed by the undersigned firm.

Sec. 2. No men recommended by saloon-keepers or other business men shall be employed. The employer and the foreman have the right to employ any man who can produce a membership book of the International Union of the United Brewery Workmen of America in good standing.

Sec. 3. The employer has the right to learn the reason for the expulsion or suspension of any of the members of Local Union No. 85. At the same time the Local Union No. 85 shall have the right to learn the reasons for the discharge of any of its members by the firm.

Sec. 4. Reasons for dismissal are: Neglect in the performance of work or refusal of same, excessive drinking and dishonesty.

Sec. 5. In case of sickness the employe shall receive his former position after recovery. His substitute shall receive the same wages.

Sec. 6. No man who serves as officer or is on a committee for the union shall in any way be discriminated against so long as he does his work and does not prevent his fellow-workers from work. No member shall be discriminated against or discharged on account of private affairs.

Sec. 7. A workday shall consist of eight (8) full hours, except as otherwise stated. The division of labor is to be left to the foreman.

Sec. 8. Wages:

Wash house.....	Not less than	\$16 50 per week.
Brew house.....	Not less than	18 00 per week.
Cellars and mill house.....	Not less than	18 00 per week.
Regular coopers in shop.....	Not less than	18 00 per week.
First engineers in main engine room, 7 days' work, 8 hours per day...	Not less than	18 00 per week.
Second engineers in main engine room, 7 days' work, 8 hours per day...	Not less than	16 00 per week.
Engineers in brew house, 7 days' work, 12 hours per day.....	Not less than	2 50 per day.
Dry house employes, 12 hours per day.....	Not less than	2 40 per day.
General repairing of machinery, piping, etc.....	Not less than	2 75 per day.
Steam fitting and plumbing work in brewery plant.....	Not less than	3 00 per day.
Steam fitting and plumbing work outside of brewery plant.....	Not less than	3 60 per day.

Overtime, Sunday and holiday work shall be paid at the rate of time and one-half.

Sec. 9. Wages for head men in the department shall be left to the employer.

Sec. 10. Wages, also overtime, shall be paid weekly. The Fourth of July, Labor Day, Christmas and New Year's Day shall be considered as holidays.

Sec. 11. One apprentice to every twenty-five brewery workmen or part thereof can be employed in the brewery. The apprentices shall not be under sixteen and not over twenty-five years of age.

Sec. 12. In case of difference between employer and employes during the term of this contract, regarding wages or any other matter the same shall be left to an Arbitration Committee composed of two members chosen by Local Union No. 85, and two members chosen by the employer and in case of disagreement a fifth disinterested party to be chosen by the four. Their decision shall be binding on both parties. No strike or lockout to be declared, except an International officer comes to the ground to investigate.

Sec. 13. Employes shall receive beer only before the beginning of work and after quitting work and all employes shall go to the tap room for the beer on the employee's own time, under the control of the foreman.

Sec. 14. This agreement shall be printed and displayed in suitable places in the brewery.

Sec. 15. This agreement shall remain in force from January 1, 1909, to January 1, 1912.

Sec. 16. It is mutually agreed that this contract shall continue on the same terms and at the same wages for one year beyond January 1, 1912, unless sixty days' notice prior to January 1, 1912, shall be given by either party.

Sec. 17. Union malt shall be given the preference.

For the purpose of making the above contract binding the following signatures have been attached this 5th day of March, 1909.

GEORGE MAIER, Secretary,
Terre Haute Brewing Company.

GEORGE DORSCH,

For Local Union No. 85.

JOE OBERGFELL,

International Executive Board Member.

The actual differences existing between the contesting parties was so small, and the spirit of compromise so manifest, that an adjustment was reached and the men returned to work—part on Saturday, March 10, and part on March 12, 1909.

ELECTRICAL WORKERS, TERRE HAUTE.

On Monday, June 7, the inside electrical workers of Terre Haute, Indiana, decided to strike because of the refusal of the contractors to sign the new scale submitted to them. The new scale asked for an increase of 5 cents on the hour, or 45 cents per hour, instead of 40 cents per hour, the prevailing rate. There was between twenty and twenty-five men affected.

Upon investigation by the Labor Commission, it was found several of the contractors had signed the 45-cent scale, and in a few days the men gradually returned to work at the increased wage, which now prevails. Peace was restored after only a few days of strife.

EMPLOYEES HEADLIGHT COMPANY, EVANSVILLE.

On Monday, June 14, 1909, the Labor Commissioners' attention was called to a strike, or lockout, at the Schroeder Headlight Company, located at Evansville, Indiana. Upon investigation the workmen declared the company had locked them out because the men were organizing a union and were going to affiliate with the National Organization of Sheet Metal Workers. This, however, was denied by the company, and they stated they would hire union as well as nonunion men without discrimination, but would, under no circumstances, unionize their shop. The controversy lasted three weeks, when the Schroeder Company took all of their men back and the plant was unionized. This was done because the company had several large contracts with the government for headlights, to be used in the work on the Panama Canal.

FOREIGN LABORERS, HAMMOND.

On January 17, 1910, a strike of about 500 foreigners occurred at the Standard Steel Car Works, located at Hammond, Indiana. The strike was a demand for higher wages and better conditions, but union leaders in Hammond, who were fully acquainted with the situation, declared a majority of the men did not know what they were striking for. It was feared, however, a general strike of all the

foreigners, 2,000, employed in the car plant and other industries would occur.

The Standard Steel Car Works is situated in outlying territory from Hammond proper, forming a little suburb composed mostly of foreigners. Twenty saloons flourish there, but every one was closed. In addition, Chief Austgen swore in ten citizens as special policemen, to be used should the situation demand it. Some of the McKee Rocks followers were doing picket duty and urging the men to stay away from the works. They had no influence whatever with the American workmen.

In order to separate the strikers as much as possible, the city authorities put scores of men at work clearing snow and slush from the streets. As a greater portion of them live from hand to mouth, they were glad to accept the work. A number of the foreigners live in houses rented to them by the company.

H. B. Douglas, general superintendent of the plant, told the Labor Commission he was not alarmed at the situation; that if the police remained active and the saloons closed, the work at the plant would not be interfered with, as there were always lots of men at the gates every morning asking for work.

On January 18 the strike situation became more intense. The morning and evening hours were the most serious. The strikers congregated around the plant. No great damage resulted. Not a single American workman participated in the strike. On January 26 another outbreak occurred, caused by about 100 women from the foreign settlement joining the strikers, and with clubs, brooms, stove poker and other weapons, arrayed themselves against the company and its employes. The women stood with their husbands and relatives against the weight of the policemen when they tried to open a way to the gate for the workmen going on duty. One woman, Anna Studre, received a flesh wound in the arm from a bullet fired by an unknown workman. The man fired when a woman started toward him with a stove poker. Another woman fought desperately and refused to get away from the factory gate, bit a special policeman in the wrist, her teeth sinking deep enough to draw blood. The officers finally drew their guns and fired into the crowd before entrance could be made into the factory. Numerous other policemen were the targets for broom handles and irons, one being severely injured by a long poker, beaten across his back. Sheriff Tom Grant arrived in the afternoon, with a dozen deputies, to help. It was alleged the renewed outbreak was due to the fact that the Poles and Greeks were ready and willing to go back to work under the old conditions

and wages, but the Hungarians still held out. The arrest of a dozen or more of the strikers, charged with rioting, among them a number of women, was successful in quieting the affairs at the plant.

After being out two weeks the strikers returned to work on January 31. It was alleged the demand for higher wages was settled on a promise of better pay when conditions improved, and the company promised to eliminate all grafting bosses. Some of the latter were charged with making new tenants of the company's houses pay back rental. This practice had never been countenanced by the company.

Following is the official announcement regarding the settlement, which is self-explanatory:

HAMMOND, INDIANA, January 31, 1910.

The Indiana Labor Commission, Indianapolis, Indiana.

Gentlemen—I beg to acknowledge the receipt of your favor of the 28th inst. In connection with the labor trouble at our works wish to advise that the men returned to work this morning, the strike having been declared off by the leaders without any concessions having been made by this company. In other words the conditions remain the same as they were at the time the men went out.

Thanking you for the interest manifested by you in the difficulty, and with kind regards, I remain,

Very truly yours,

N. B. DOUGLAS, Manager.

CONDUCTORS AND MOTORMEN, EVANSVILLE.

As a result of the verbal agreement between the Evansville and Southern Indiana Traction Company and Local Union No. 466 of the Amalgamated Association of Street and Electric Railway Employees, the following bulletin was posted in the office and car barns of the company at Evansville, Indiana:

EVANSVILLE, INDIANA, October 22, 1908.

To All Employees:

The management of the company desire to call your attention to the fact the company is operating its business as an "open shop." No discrimination whatsoever will be permitted between employees because of membership or nonmembership in any organization. All cases of alleged discrimination should be reported to the company immediately.

(Signed) FLETCHER DUBBIN,

Evansville & Southern Indiana Traction Company.

Approved:

HENRY REESE, Chairman.

O. E. TURLEY.

BEN COMMONS,

Committee.

On May 15, 1909, Local Union No. 466 of the Amalgamated Association of Street and Electric Railway Employes of America sent the following memoranda of agreement to the Evansville and Southern Indiana Traction Company, of Evansville, Indiana:

MEMORANDA OF AGREEMENT.

This agreement entered into this 1st day of June, 1909, by and between the Evansville & Southern Indiana Traction Company, their successors, heirs and assigns, party of the first part, hereinafter called the company and the Amalgamated Association of Street & Electric Railway Employes of America, Division No. 466, party of the second part, hereinafter called the association.

Witnesseth: That, in the operation of the lines of the party of the first part, both parties do hereby agree, that for and in consideration of the covenants and agreements hereinafter stated, the party of the first part hereby agrees with the party of the second part as follows:

ARTICLE I.

Sec. 1. The company, through its properly accredited officers will treat with its employes, members of the association, through their accredited committees on all grievances and questions of differences that may arise.

Sec. 2. Should there arise any difference or grievance, an adjustment of which the parties hereto are unable to adjust by conference or conciliation, such difference or grievance shall be adjusted by arbitration upon the request of either party to this agreement.

Sec. 3. In the event that any matter of difference or grievance shall be submitted to arbitration, the requirements and procedure of arbitration shall be as follows: When either party to this agreement is satisfied that arbitration has become necessary for the adjustment of the difference or grievance, such party may serve a written notice upon the other party to that effect, setting forth the subject matter for arbitration and the name of the arbitrator selected by either party. Within five days from the receipt of such notice the party to this agreement receiving such notice shall acknowledge receipt of request for arbitration and transmit the name of the arbitrator of its selection. The arbitrators thus chosen by the respective parties shall then immediately proceed to select a third arbitrator. Upon the selection of the third arbitrator, said arbitrator shall become chairman of the board of arbitration and shall appoint a time and place of meeting where the subject matter for arbitration shall be submitted, together with the evidence bearing upon the same. The decision of a majority of the arbitrators shall be final and binding upon the parties to this agreement.

ARTICLE 2.

Sec. 1. Employes employed by the party of the first part shall become and remain members of the association within sixty days from date of employment as motormen and conductors. It being understood, however, that the company reserves the right to hire whomsoever they please.

ARTICLE 3.

Sec. 1. A list of all regular motormen and conductors in rotation according to their seniority shall be posted at the office twice each year at the time of making the spring and fall changes. The list to be posted five days before going into effect, the oldest employe in the continuous service of the company shall have the right to place the number of run he desires to work on opposite his name and so on down the list until all the runs are filled.

Sec. 2. In case a vacancy occurs on the list the next man in point of seniority shall be entitled to the run providing he so desires, if not, the next man in point of service shall be given the preference and so on until the runs are filled. Motormen and conductors shall not be allowed to change runs with each other until the regular spring and fall changing time.

ARTICLE 4.

Sec. 1. The classification of employes; rates of wages and working hours shall be as follows:

(a) Motormen and conductors ten hours per day as nearly as practicable, motormen and conductors time to be as nearly as practicable within twelve consecutive hours.

(b) Rates for wages for motormen and conductors shall be as follows: For first year's service, nineteen cents per hour and all over one year in the service twenty cents per hour, platform time.

Sec. 2. Any motorman or conductor called upon to make more hours than his regular run calls for shall be paid for at the rate of time and one-half for such overtime; all runs of five hours or less shall pay time and one-half.

ARTICLE 5.

Sec. 1. It is agreed by the party of the first part, that when the executive committee or officers of the association are required to be off duty they shall have the preference over all others. The financial secretary of the association shall be allowed to lay off from duty from two to four days each month to collect dues on such date as the association may name.

ARTICLE 6.

Sec. 1. Under the conditions of this agreement, the party of the second part hereby agrees to continue in service during the period of this agreement and to render the most efficient service possible in assisting to conduct and promote the business of the party of the first part.

ARTICLE 7.

Sec. 1. This agreement shall continue and remain in force and effect for a period of two years from the date thereof, provided further, that in the event either party desires to discontinue this agreement, or seek a modification of any of its conditions, such party shall notify the other party to this agreement not less than thirty days, nor more than sixty days prior to the time of expiration. Unless such notice shall have been issued by one of the parties thereto, this agreement shall then continue

in force without change for another year. It is further understood and agreed that in the event a change of the conditions of this agreement is sought by either party within the time limit herein specified, and an agreement upon the modification or change sought cannot be made between the parties, the same shall be subject-matter for arbitration as provided for the arbitration of grievances and differences in this agreement.

Dated this.....day of....., 1909.

The Evansville & Southern Indiana Traction
Company.

By.....

The Amalgamated Association of Street &
Electric Railway Employees of America.

By.....

To the foregoing proposition General Manager Durbin failed to make a response or acknowledgment, claiming they had never recognized the union as an organization, and would not do so now. At the solicitation of the Labor Commission, however, Mr. Henry Marshall, vice-president of the company, expressed his willingness to treat with their old employees as individuals.

Following are the proceedings of a meeting held in the office of the company on the night of May 19, 1909:

Minutes of Meeting of Motormen and Conductors—Employees of the Evansville & Southern Indiana Traction Company.

EVANSVILLE, INDIANA, May 19, 1909.

Upon invitation of the management of the Evansville & Southern Indiana Traction Company extended to all motormen and conductors employed on the city lines, the men met at the motormen and conductors room over the office of the company at 12:40 a. m. A majority of all motormen and conductors employed by the company on the city lines were present.

Upon motion of Conductor P. J. Bruce, and seconded by Conductor A. Stucky, Motorman L. M. Gladdish was elected chairman of the meeting by acclamation. After thanking the men for the honor conferred the chairman announced he would entertain nominations for secretary. Conductor E. E. McAtee placed in nomination the name of Conductor B. Bryson and the nomination was seconded by Motorman Linxwller; Conductor C. M. Welborn placed the name of E. E. McAtee, whereupon Conductor Bryson withdrew his name as a candidate in favor of Conductor McAtee, who was elected by acclamation.

The chairman stated that the meeting was called for the purpose of hearing a statement from the officers of the company and for a consideration of the welfare, wage scale, etc., of the employees.

General Manager Durbin made a very complete statement of the business conditions of the company from the operating standpoint after which Vice-President Marshall explained the attitude of the company towards

the employes and stated the company would be willing to continue the present working conditions of the men and also the present wage scale.

Conductor J. Hudson stated that in order to have a general discussion of the wage schedule and conditions of employment he would offer the following motion:

Mr. Chairman: I move that we, the employes of the company accept the present schedule of wages and conditions for at least another year from May 26, 1909.

The motion being duly seconded by B. Gantner, the chairman announced the question was open to a full and free discussion by all the men.

Those speaking upon the question before the meeting were: Motormen J. D. Wilson, W. E. Fletcher, Homer Tanner, Barney Gantner, Irvin Ebright, John McClain, Willis Green, William Chandler, George Kraft, B. Linxwiler, and Conductors Percy Welch, Charles Welborn, J. W. Heger, Fred Jones, Samuel Spencer, A. Stucky and P. J. Bruce. The discussion was closed by J. Hudson.

An aye and no vote being first agreed upon the secretary was ordered to call the roll upon the question. A total of 63 ayes was taken with no vote against the proposition. The secretary announced the vote and the chairman declared the motion duly carried and that, as a majority of the motormen and conductors in the employ of the company had voted in the affirmative there would be no change in the wage schedule and conditions of employment for at least another year from May 26, 1909.

General Manager Durbin on behalf of the company then thanked the men for their acceptance of the present scale of wages and conditions of employment.

There being no further business, by motion, the meeting adjourned.

(Signed) I. M. GLADDISH, Chairman.

Attest: E. E. McATEE, Secretary.

The Car Men's Union claim the meeting above described was called for the same night as the regular meeting of the union, and the men present did not well represent the conductors and motormen of the company, but were largely composed of barn men, track and repair men and car men not belonging to the union. A few members of the union were present, and some of them left before the meeting adjourned.

On Thursday evening, May 20, 1909, Central Labor Union appointed a committee to call upon Secretary Dixon and President Ferguson, of the Evansville Business Association. They agreed to call upon the company and arrange a meeting between the contending factions. The Evansville Business Association Committee would not take hold of the situation, however, unless both sides agreed to abide by their award.

The question of recognition of the union was the rock upon which arbitration efforts failed, as was proven at the conference. The

meeting was held behind closed doors in the office of the Evansville Business Association and lasted two hours. President H. B. Smith, of Hartford City; Vice-President H. W. Marshall, of Lafayette, and General Manager Fletcher M. Durbin represented the company; J. R. Ferguson, president, and Varney Dixon, secretary, represented the Evansville Business Association; Ike Hornbrook and four other members of the executive committee represented the Central Labor Union.

At this meeting the labor delegation waived all demands for increase in wages, or for a different time schedule, as they were convinced the company could not grant it, but came out flatfootedly for the recognition of the union. President Smith, of the car company, said this was out of the question. They would never consent to the unionization of the system, because discipline would be destroyed. The men will either have to strike or back down on all of their demands. The union is up against a stone wall as far as we are concerned.

With this unarbitrable question before them, the business men's representatives could take no conciliatory hand, and the meeting adjourned *sine die*.

The executive committee of the Central Labor Union announced, after the conference, it would not exercise the power to call a strike. "We are still hopeful the trouble will be settled without calling a strike. The car men will hold a meeting tonight in Central Labor Union Hall, after the cars stop running. Unless they consent to have the trouble submitted to arbitration they will take a vote on the strike question, as the present agreement with the company expires tomorrow."

The officers of the car company made the following statement to the Labor Commission regarding their refusal to arbitrate the question of recognition of the union: "We intend running an 'open shop,' and recognition of the union is an impossibility. Upon this question our duty is very clear. Two years ago we entered into a verbal agreement with our employees, to operate our business under an 'open shop' policy, employing association and non-association men. We have at no time departed from this agreement and are informed we have in our employ about an equal number of association and non-association members. The agreement also provided there should be no discrimination between the employees, and that advancement should be given through seniority of service, and each employe should semiannually have the right to (according to the length of service) select his own run. Under this agreement, a pro-

posals for a new agreement from either members of the association or non-members which bars the 'open shop' policy, if accepted, would be a discrimination and a violation of our agreement, and cannot be considered by the company."

The program of the Car Men's Union was to cease work at midnight, May 26. At the meeting held for the purpose of calling the strike, the Labor Commission appeared and asked that the strike be postponed one day longer. This was granted and the strike postponed until midnight, May 27. At 6 p. m., May 27, the Commission reported to International Organizer Ben Commons they had been unable to obtain a single concession during the twenty-four hours' time granted them for intercession with the company. Vice-President Marshall said "We have settled things with a majority of our men. If the men want to quit work, it is up to them. We have nothing more to say."

All attempts at arbitration having failed, the Central Labor Union endorsed the strike at their meeting on Thursday evening. At this meeting the car men were asked to refrain from violence of any kind. Organizer Commons said he would withdraw strike benefits from any man found drunk or guilty of any misdemeanor.

The actual struggle between the members of the Car Men's Union and the Evansville and Southern Indiana Traction Company, effecting 125 men, on the sole question of recognition of the union and a "closed shop" policy, began Friday, May 28, 1909. At midnight the car men left their work, donned their citizen's clothes and assembled in Central Labor Union Hall, where final details for the strike were planned. During the discussion it was emphatically announced no violence should be attempted. The union men were to picket the car barns and shops and try, by moral suasion, to keep nonunion men from operating cars. In addition, the car men went into sharp competition with the company by operating a series of 'bus lines. A committee of strikers was put to work at once getting wagons and 'bus lines into commission to all parts of the city. A regular schedule was observed, making almost as good time as the cars. Five cent fare was charged. The 'bus lines followed the street car tracks and transferred at Main street. The strikers were employed and divided the profits.

The company's first attempt, Monday, May 31, to run cars through the West Side, the labor district, parts of which are known as the "Bad Lands," brought on several demonstrations, but the cars were run without serious interruption. Shortly after 8 p. m., all cars were taken off. Eighteen cars were operated. The entire

police force of the city was on duty throughout the day. Persons were not allowed to congregate on the streets. Governor Marshall kept in touch with the situation, but was informed the police had everything well in hand. Several arrests were made the first day. Cars were stoned, but little damage done. Upon investigation it was found most of the stone throwing was done by boys for pure cussedness. Every effort was made by the police to maintain order and Chief Brennecke sent Captain Stockmeyer to the West End saloon keepers, stating that if the saloons were the cause of any trouble, instigated any disturbances, they would be closed and their licenses be revoked by the mayor. This order proved very effective.

Upon their return the Labor Commission again took up negotiations and held a conference with Messrs. Commons, Hornbrook, Pfender, Southard and other labor leaders. Nothing definite being heard from the company, the meeting adjourned. President Hornbrook and Vice-President Marshall were in conference later. President Hornbrook opened negotiations for a settlement. The strikers insisted upon an increase in wages. This the company would not grant. Marshall told Hornbrook if the strikers made application for reinstatement, the company would be willing to take back the men who had not fought the company or agitated the strike. The company is not disposed to grant an increase in wages. The conference ended, as usual, by the company saying it had nothing to arbitrate.

On the evening of June 2, a mass meeting of the commercial bodies of the city was held, to discuss the situation and hear statements from both sides. Representatives of the street car company and the union were invited to be present. Mr. Ike Hornbrook made a statement of conditions that precipitated the strike, and declared the union was willing to leave the whole matter to the State Labor Commission and abide by their award, even though such decision might further reduce the condition of the strikers. Mr. Henry W. Marshall said there is nothing to arbitrate. "It lies with the men as individuals whether they shall return to work or not. All the people of Evansville need do is to ride on the cars if there is service. We will furnish the service." Later a proposal for arbitration was amended to include submission of the issue to an impartial committee, composed of two members of the Central Labor Union, two business men, and a fifth to be selected by the four. Mr. Marshall rejected this proposal likewise. After the failure of this conference the members of the various organizations went into executive session. It was decided to recommend arbitration, and the following

committee, consisting of Messrs E. Q. Lockyear, Max DeJong, of the Merchants' Association; Dr. Edwin Linthicum, H. E. Young, of the Evansville Business Association, and B. F. Von Behren and Aaron Weil. This committee offered their services as arbitrators, but were refused by Marshall, on behalf of the company.

Following is a statement issued by Central Labor Union, asking the support of the public:

To the Citizens of Evansville:

We, the committee representing the Central Labor Union and Car Mens' Association, Local No. 466, desire to make a statement to the public in order to explain our position regarding the trouble between the employers and the employes.

First, by request of the Evansville Business Mens' Association we were extended an invitation to attend their meeting Wednesday evening and explain the differences and the conditions existing between the employer and the employe. At this meeting both sides of the controversy were discussed and finally resulted in the different organizations of business men going into secret session. The result was the appointing of a committee to visit the company and try to persuade them to arbitrate the matter in a legal form. Mr. Young placed this proposition before President Hornbrook:

Q. Will you waive the "closed shop" proposition?

A. We will submit the entire demand to a board of arbitration.

E. H. Young asked President Marshall if he would be willing to arbitrate. His reply was, "We have nothing to arbitrate. We appeal to the public and ask if we have not acted fair?"

MATHEW HOLLENBERGER,
SHELBY SOUTHARD,
HENRY REESE,
O. E. TURLEY,
MICHAEL ANGEL,
GEORGE W. PFENDER,
WM. EICONIMUS,
TOM CORN,

Central Labor Union Committee.

The controversy between the company and its employes assumed a new angle Sunday, June 6. The plans were to have a parade of all the labor organizations in the city, to be followed by a mass meeting. The leaders of this were Mathew Hollenberger and George W. Pfender. Hollenberger was a Socialist leader; one of the hardest workers and strenuous advocates in the cause of socialism in Indiana. Mayor Nolan and the police department declared emphatically there would be no parade or meetings, however.

On June 7, 1909, the company issued a sweeping injunction

through Judge DeBruler, against the strikers, unions, etc., prohibiting them from interfering with either the property or the men belonging to the company. Attorney Lindsay, speaking for the men, declared they did not exceed the law. They had maintained pickets, who conducted themselves lawfully; used neither coercion or intimidation, nor had there been any form of coercion or boycott attempted on the former patrons of the cars. There was not sufficient evidence to warrant an injunction.

The first serious trouble occurred Wednesday, June 9, when Joshua Cavins, a union ice man, stabbed Thomas Hawkins, strike breaker. Meinert, conductor on the car, says Cavins refused to drive his wagon off the track, blocking the car for five minutes. While Meinert was reporting the incident at the company's office Cavins drove up and words were exchanged, followed by blows. Hawkins attempted to separate the men and clasped Cavins about the body. Witnesses disagree, but Hawkins claimed Cavins stabbed him in the back with an ice-pick. Both men were arrested.

Careful estimates at the end of the fourteenth day of the strike place the pecuniary loss in excess of \$100,000. It was impossible to figure the loss to retail business interests, but one conservative estimate puts it as \$7,000 daily. The company's average earnings are about \$1,000 daily. The company is also under extra expense for strike-breaking crews and a commissary to feed them. The striking car men's loss in wages amounts to \$250 daily. President Bosse, at the monthly meeting of the Board of Safety, stated the police department was under extra expense of \$150 a day for special police and meals for all departments. Two thousand meals had been furnished by the city to policemen. Deputy sheriffs submitted additional expenses because of the strike. As far as I can ascertain, the company is out, by reason of property damage, just \$1.40 for two broken windows. The company maintains there is no strike, but I say there is. The people are not riding, because they are afraid.

On Friday, June 11, a brick was thrown, striking Motorman John Pearl. He was badly bruised and cut by broken glass. Cars were stoned and egged; tracks greased, but no serious damage done. On Monday, June 14, B. F. Knight, a brewery worker, was run over by a work car and seriously injured. Knight was riding a bicycle and was caught by the car. The car had to be lifted in order to rescue him. Both legs were broken and he was internally injured. The prompt arrest and imprisonment of James Pierce, barn employe, acting as motorman, prevented any display of violence.

The Labor Commission, upon their return from Evansville, June 19, 1909, filed, by request of the Governor, a summary of conditions at Evansville.

On one side stands a powerful company, boasting its ability to continue the present conditions indefinitely. On the other side a handful of men, backed up not only by 2,500 members of organized labor in the city of Evansville, but by 78,000 members of the Amalgamated Association of Street Car Employes, and this handful of men have the assurance they will not suffer for an indefinite period. Between the two contending forces the public is actually suffering. People do not patronize the car company to any extent. Some through fear of violence; some through sympathy, and some through fear of personal boycott. Men, women and children go sweltering long distances through heat and storm to their places of employment on foot rather than ride on the cars. Business is practically at a standstill, and merchants are suffering financial loss that means ruin, if present conditions prevail much longer.

It is the opinion of the Labor Commission that organized labor in Evansville and the street car employes who went on strike have gone the limit and agreed to every form of settlement of the present trouble that could be devised. They waived their demand for increased wage, for recognition of their union, and are only asking that such men be reinstated who have not violated the rules of the company nor been convicted of violent acts. Notwithstanding all the concessions and admissions of union defeat on the part of the Car Men's Union, the company arbitrarily asserts there is no strike; they have nothing to settle. The company officials say "We are running cars. Let the people ride if they want to." But the people don't ride who wish to protect their persons and business.

Judge C. A. DeBruler, of the Circuit Court, handed down his decision in the injunction case on Monday, June 21. Every point in the restraining order, issued two weeks previously, was upheld and the injunction continued without modification.

On June 21, the Labor Commission again took up negotiations with both sides, and, as a last proposition from the company, secured the following:

EVANSVILLE, INDIANA, June 22, 1909.

Messrs. Woerner and Slough, State Labor Commissioners:

Gentlemen—Realizing that many of the former employes of the company after the experience they have gone through for the last few weeks will, if again employed, prove loyal and efficient men, the company will employ at least forty of the old men in addition to the twenty-four old

men that are now working on the cars. Provided, however, they make individual application at once to accept assignments of runs designated by the superintendent of the company.

(Signed) HENRY W. MARSHALL, Vice-President.

Approved: FLETCHER M. DURBIN, General Manager.

To the company's final offer that it would receive forty of the old men back, the labor conferees made a counter proposition, proposing the company take back all strikers and the Central Labor Union would announce the strike ended and the boycott off. Then submit all the issues in the strike to an arbitration board, composed of the Governor and Labor Commission, or the Commission alone, and agree to abide by the decision of the board. The result of this was the same as other propositions presented, "Nothing doing."

Upon invitation of the Central Labor Union, in behalf of the strikers; also at the invitation of Mayor Nolan, Governor Marshall went to Evansville, and on Tuesday evening, June 22, 9 p. m., spoke before a joint session of the strikers and the Central Labor Union delegates. He said he could express no opinion on the merits of the strike until he had heard all of the evidence. He said he had been sufficiently informed by the Commissioners and the people of Evansville that business in the city was paralyzed and a number of merchants feared bankruptcy if the strike continued. "The law of the State does not give me, or any other person, the power to compel arbitration in this or any other strike. I cannot stop the controversy by any power I possess. I do not come to you with a chesty feeling, but simply as a good old-fashioned democrat who believes in every man being his own king. What I wish to say now is out of the fullness of my heart. There are three parties to this controversy—the company, the carmen and the public. I understand you have agreed to waive the question of wages and union if the company would arbitrate. It says it will not. You are confronting the proposition of whether you are going to stand out because you want to; because you said you would; at the same time are you going to injure your friends who have shown how heartily they sympathize with you by refusing to ride on the cars? The strongest man is he who sets aside personal grievances for the good of the largest number. I say this fearlessly. I also wish to congratulate the men upon the fact of there having been so little trouble of any kind during the strike, and all of the people of Indiana appreciate this as much as I do."

As was expected, the address delivered before the strikers by

the Governor produced no change in the situation. The Governor and Labor Commissioners returned to Indianapolis, Friday, June 25, and the State practically withdrew from any participation in the affair, having used its utmost power to bring about a peaceable adjustment.

Late Saturday evening, June 26, an attempt was made to wreck a Fulton avenue car by an explosive of some kind. Upon investigation the loss to the company amounted to about \$50. Chief Brennecke, after going over the track and examining the car, concluded dynamite or some other high explosive had been used. A repetition of Saturday night's attempt occurred at 11 o'clock Sunday evening, at Franklin street. The charge of explosive was heavy, but not enough to lift the car from the tracks. Windows were shattered and woodwork damaged. Only the motorman and conductor were on the car and they escaped injury. It was alleged the attempt was made to frighten people and prevent riding on the cars. The carmen declared it was an outrage and were positive none of their men were implicated. On Tuesday another car ran over a large stick of green dynamite. It failed to explode. Experts examined the explosive and said it was sufficient to blow car and men to atoms. No passengers were on the car.

Chief of Police Brennecke filed a report showing the extra expense of the car strike to the city of Evansville during the month of June amounted to \$1,938.21.

The strike continued several weeks longer, with little change, though conferences were held with the company by several prominent citizens of Evansville. On August 9, a conference was held between Mayor Nolan and the car company officials. A settlement was reached upon practically the same lines as submitted to the Labor Commission by the company on June 22. Within a few days most of the strikers who remained in the city, or had not found equally as good positions elsewhere, returned to work and the strike was off.

Herewith is given a conservative estimate of the cost of the strike at Evansville after being in existence sixty-nine days:

Loss in wages to strikers.....	\$9,500
Loss to Street Railway Company.....	100,000
Additional expense to the city.....	5,000
Loss in business to merchants.....	1,000,000
Total	<u>\$1,114,500</u>

GLASS WORKERS, HARTFORD CITY.

On Saturday, September 4, 1909, the American Window Glass Company, of Hartford City, Indiana, through its manager, W. C. Niece, issued their ultimatum to the cutters and flatteners, saying they proposed to fight the demand for an increase of 20 per cent. in wages. This statement was made following Messrs. A. B. Lowe, the company's boss cutter, and W. C. Niece's visit to Pittsburg, and conference with the head officials. Manager Niece informed the men the company would pay the same scale as other manufacturers were paying, but no more; the same wages as was being paid by the human blower factories, an increase of 8 per cent. over last year's scale. If the men were willing to accept this proposition they were at liberty to return to work Tuesday morning, September 7.

This meant, according to the workmen, a fight in which they had the advantage, as the company had been short of skilled men in the flattening and cutting department for more than a year, because many of the workmen refused to work for the wages offered. They likewise claimed the men from the human blower plants would not take the places of the men on strike, as they could make more money with the aforesaid factories. The strikers also had the assurance of support from the Blowers' and Gatherers' Organization in the fight against the alleged trust. It is estimated more than sixty men were affected in Hartford City alone. These men were members of the Window Glass Cutters' and Flatteners' Association, with headquarters at Pittsburg, Pennsylvania.

On the other hand the company expected to be able to secure enough deserters from the ranks of the organization then employed in the human blower factories on the promise of steady employment the year round.

Reports received from towns in the Pittsburg district stated that about 5,000 men employed in the American Window Glass Company plants were idle as a result of the strike inaugurated on Saturday, September 4, for a wage increase.

The strike was one of the most orderly ever witnessed in Hartford City. Previous to this strike there had been rioting and bloodshed. This time good feeling and good will prevailed between the contending factions. Both were accused of being weak and intimated the strike would be of short duration.

The No. 3 factory was scheduled to start work at 4 o'clock. Tuesday, September 7. Not a striker appeared to resume his old

position, and Manager Niece informed the blowers he intended reorganizing his cutting and flattening departments and would not start blowing until Wednesday afternoon at 2 o'clock. Two Lehr tenders were placed in charge of the flattening ovens. These tenders are the assistants of the flatteners and are known to the trade as shove-in boys.

On September 9, the Labor Commission took up the proposition in an effort to settle the trouble, but were unable to accomplish anything, and were told the difficulty would have to be settled in Pittsburg.

On September 17, the American Window Glass Company took its first step toward settling the trouble with the cutters and flatteners by asking them to return to work on the national scale; the same wages paid the hand-operated plants until the labor scale could be adjusted. The proposition was made to each of the preceptors in the various parts of the country, but was rejected by all. On September 18, the strike took on an almost serious aspect when forty-eight strikebreakers arrived from Chicago. They were met at the train by the strikers and the situation explained to them. The men said they had been told by the Chicago agency they could make from \$20 to \$30 a week and that no trouble existed in Hartford City. When they learned the strike was on and they had been offered bigger wages than the strikers were demanding they refused to go to work. Assistant Manager Octave Jacqumain took the strikebreakers to the Pennsylvania station and purchased tickets to Chicago for the entire party. The men, however, refused to leave until they had been reimbursed for the two days' time lost, coming and going. This demand was refused and for a time trouble seemed certain. Finally a compromise was effected. The men received in addition to their railroad fare back to Chicago, \$5 each. They left on the noon train. The Hartford City men were greatly elated over the outcome of the importation of strike-breakers.

On February 2, 1910, after a five months' duration the strike of the cutters and flatteners in the plants of the American Window Glass Company was declared off by President Shinn. More than 800 men returned to work. They were granted a 15 per cent. increase; the contention was for 20. The strike was one of the longest ever experienced by the men.

MACHINISTS, PERU.

Machinists and machinists' helpers, numbering 180, went on strike at Peru, Indiana, April 4, 1910, in the factories of the Otis Elevator Company and the Model Gas Engine Company.

The cause of the strike was the refusal of the representatives of the two companies to grant the demand of the employes for an increase in wages of three cents an hour and a reduction in working time from ten hours to a nine hour per day schedule.

After a week's duration the differences were compromised by the companies granting an increase of one cent per hour and reducing the working time from ten hours to nine hours per day.

MACHINISTS, INDIANAPOLIS.

On Saturday morning, November 27, 1909, the machinists employed at the Empire Motor Company, located at 29th and Canal streets, Indianapolis, Indiana, struck. These men had been working fifty-eight hours per week, and made a demand for a nine-hour day schedule, five days in the week, and a five-hour schedule for Saturday, a total of fifty hours per week. The company refused this demand. However, they posted a notice throughout the shop stating that on and after December 1, 1909, the shop would run ten hours per day, with a five-hour day on Saturday, making a schedule of fifty-five hours per week. This proposition the men refused to accept and the strike was the outcome.

The Labor Commission took up the matter at once and found the shop running and the officers of the plant expressed themselves as satisfied with conditions, saying they were positive enough non-union men could be secured to supply the department where the trouble occurred. They also stated there were but sixteen men on strike and they were hiring men at the rate of five and six a day, and all vacancies would soon be filled.

The chances for settlement are small, as both sides are confident an agreement can only be reached by the other side consenting to their respective demands. No further trouble has been reported and the plant is running.

SHOVELERS, CARMEL.

At Carmel, on September 11, 1909, twenty shovelers working for Contractor King went on strike, demanding an increase of wages from \$1.50 per day to \$1.75 per day. At the time of the

strike the men were engaged in grading the principal residence thoroughfare of the town, and much inconvenience was the result.

The Labor Commission visited the scene of the trouble and persuaded the strikers to accept a compromise settlement of \$1.65 per day, which Mr. King, the contractor, agreed to. Work was resumed after a suspension of one week.

STONE CUTTERS, BEDFORD.

A strike of the General Stone Cutters, of Bedford, was called October 26, 1909, in all the mills except that of the Bedford Stone and Construction Company. One hundred and twenty-five cutters and ten mills were involved. Trouble was precipitated by the members of the Stone Contractors' Association posting notices in six of the mills, that on and after November 15, only members of the National Society of Stone Cutters would be employed.

The General Union Cutters construed the meaning of such notices to be an attempt on the part of the contractors to crush the old union of General Cutters, and at once called their members out from all mills operated by members of the Stone Contractors' Association, although the managers of four of the mills declined to post the notices to which the General Union Cutters objected. The Labor Commission put forth strenuous efforts to induce the men on strike to return to work in the four mills signifying a desire to continue employing General Union Cutters, but the managers of the strike refused to allow the men to work for any member of the Contractors' Association unless the offensive notices were withdrawn from all of the mills, and the General Cutters reinstated in all mills at Bedford.

The Labor Commission was unable to obtain from the Contractors' Association any concessions whatever that would lead to a settlement of the strike.

About two weeks after the beginning of the strike the cutters were joined by the planermen, hookers and travelers. This move made a total of over 200 men out on strike.

The contest continued without either side gaining any preceptible advantage—the mills trying to work short-handed and the strikers patrolling the streets and picketing the mills, until Sunday, December 5, a carload of strike-breakers was brought in from Chicago. This move on the part of the Contractors' Association came near precipitating a riot, and several appeals were made to the Governor for troops. The strikers succeeded in getting nearly

all of the imported men away from the contractors and shipped them out of town.

An appeal was made to the contractors by the Labor Commission to desist from the wholesale importation of men, which appeal was, after much discussion, agreed to, but no further concessions could be secured. The contractors then endeavored to fill their working force gradually and without exciting the strikers, and the results were quite satisfactory from the contractors' point of view.

During February and March strikes were called in some of the mills at Oolitic, the men employed there having allied themselves with the union at Bedford. These strikes were sympathetic with the men on strike at Bedford.

During the progress of the strike several restraining injunctions were issued against the strikers and numerous arrests were made for violations of such injunctions, which culminated in long, tedious and expensive court trials.

The month of April was practically the end of the strike, the men having returned to the mills as fast as they could secure employment.

Considering the loss to both employers and employes this was one of the most expensive strikes occurring within our State during the biennial period covered by this report.

CONDUCTORS AND MOTORMEN, VINCENNES.

Thirty employes of the Vincennes Traction Company declared a strike May 3, 1910, and tied up the street railway system of Vincennes for eleven days. The strikers demanded a reduction in hours of labor per day from twelve to nine, and an increase in pay of three cents per hour. These demands the company refused to grant.

May 4, the Labor Commission attempted to bring about a settlement, but as both sides to the controversy were confident of winning their contentions, nothing could be accomplished.

No determined effort was made by the company to operate cars, hoping a settlement with its employes could be effected, and not a car left the barn from May 6 until May 14, on which date a compromise was reached by which the carmen all returned to work with an increase of pay of one cent per hour. The agreement was verbal and no contract with the union was signed.

BOYS AND YOUNG MEN, GAS CITY.

October 16, 1909, sixty boys and young men employed in the Thompson Bottle Factory, at Gas City, Indiana, were refused a demand for an increase in pay from \$1.25 per day to \$1.50 per day, and went out on strike. The Labor Commission called at the factory the next day and found that the strikers had all returned to work at the same rate of wages.

STEAM FITTERS, INDIANAPOLIS.

On June 1, 1910, the International Association of Steam and Hot Water Fitters and the United Association of Plumbers, Steam Fitters, Steam Fitters' Helpers and Gas Fitters of the United States and Canada went out on strike at Indianapolis. This strike involved thirteen firms and about seventy-five mechanics and helpers. The strikers demanded a 25 per cent. increase. They were getting \$4 per day for an eight-hour schedule and asked for an increase to \$5 per day for the same number of hours of labor.

Several conferences were held, and on June 16, an agreement was reached whereby the workmen were granted a 50 cents per day increase. All members of the two unions reported for duty and about all resumed work on the morning of the 17th.

MOLDERS, TERRE HAUTE.

On November 20, 1909, at Terre Haute, fifty-two molders and apprentices, members of the Terre Haute Molders' Union, declared a strike at the shops of the American Car and Foundry Company.

The Molders' Union at Terre Haute claimed their members employed in the Indianapolis plant of the same company had been locked out and that patterns were sent from the Indianapolis shop to the Terre Haute shop, where the management expected the castings would be made. This the Terre Haute molders refused to do, and proceeded to formulate a demand covering numerous grievances and a wage scale. This was presented to the manager, who refused to consider any of the propositions submitted, and the strike was declared.

The Labor Commission intervened November 25th, and had a conference with the strikers and Mr. J. S. Readding, general manager of both the Terre Haute and Indianapolis works, of the American Car and Foundry Company. Readding positively refused to

meet the strikers in conference as a body or in any way recognize their union.

November 29 the Labor Commission made further effort to break this strike, and succeeded in persuading Mr. Readding to meet with a committee of ex-employees who were members of the union. The conference was held and terminated in renewed declarations of hostilities.

The strike has never been settled from the standpoint of the union involved.

PLUMBERS, LAFAYETTE.

On May 2, 1910, thirty journeymen plumbers at Lafayette went on strike, demanding a reduction of hours worked per day from nine to eight, an increase in pay from forty cents per hour to forty-five cents per hour, and complete recognition of their union.

May 3, the Labor Commission made an effort to bring about a compromise settlement, but was unable to do so. The Master Plumbers' Association declared they would not consider any settlement that in any way recognized the plumbers' union. The strikers were equally firm in their declaration that no proposal of settlement would be considered that did not treat with them as a union.

On June 2, the Labor Commission made a second attempt to effect a settlement, but found both parties to the controversy more determined than ever not to yield a point that might look like a compromise.

This strike was bitterly contested and terminated in the Master Plumbers' Association manning their shops with non-union men and boys, while the plumbers' union opened and equipped a shop and began contracting on their own account.

On Wednesday, August 17, 1910, the strike ended. Concessions were made by both sides and an agreement reached whereby the men were to receive \$3.50 for an eight-hour workday.

MACHINISTS, WASHINGTON.

On May 4, 1910, the machinists employed by the B. & O. R. R., at Washington, were called out on strike by the chief executive of the International Organization of Machinists, in an effort to force the company to settle an existing controversy with its machinists in Ohio. In fact, on account of the Ohio trouble, the machinists'

organization called all of its men out on strike that were employed by the B. & O. in Indiana, Ohio, West Virginia, Maryland and Pennsylvania.

The Labor Commission, knowing the strike at Washington could not be terminated until settlement had been made in the other States involved, did not go to Washington until July 20, at which time fears were entertained that trouble might result on account of the company renting houses and permanently installing the men employed to take the places of the striking machinists.

The Commission held conferences with a committee of the machinists; also with Mr. F. J. Smith, master mechanic, and Mr. John Hair, general superintendent of motive power. The representatives of the union stated they could not return to work without the sanction of their national officers unless they deserted the union, and they were not willing to do that.

The officers of the B. & O. were positive in their declaration that the company would never again do business with the Machinists' Union to the extent of recognizing their organization.

The controversy is pending.

GLASS WORKERS, MUNCIE.

At Muncie, on March 28, 1910, two hundred boys and young men went on strike at Ball Brothers' Fruit Jar Factory because their demand for increased wages was refused. The increase asked for was from fifty to seventy-five cents per day.

The Labor Commission called at the factory March 30, and conferred with Mr. Ball, who stated that he could not and would not grant the increase demanded. He also stated the company had practically the same trouble each year as summer approached; that many of the boys sought an excuse to be idle during the warm weather, and most always arranged to pull off an alleged strike. He said the boys could return to work at any time, at the same pay and conditions as before they went out.

There being no union or organization of any kind, the Labor Commission located quite a number of the strikers, who stated that some of them had families to provide for and could not subsist on the wages of from \$1.85 to \$2 per day. They also accused the employers of blacklisting them and preventing them from securing other employment in Muncie. No settlement could be effected.

LEATHER WORKERS, SOUTH BEND.

In compliance with an executive order of the International United Brotherhood of Leather Workers on Horse Goods, the local union at South Bend went on strike March 21, 1910, at the shops of the Studebaker Company. The International demand was for an eight-hour day and an increase in wages of 15 per cent. This demand was resisted by the employers at South Bend.

In response to a telegram, the Labor Commission went to South Bend, March 22, but was not successful in effecting a settlement, the employers being firm in their position of not making any concessions. On account of many employers in other cities having settled with the unions, the local at South Bend was much encouraged to continue the contest, hoping to gain the original demands.

On May 12, another telegram request from the strikers to the Labor Commission was responded to, at which time a compromise was reached and the leather workers returned to work.

BRICKLAYERS, HOMER.

On September 10, 1909, bricklayers on a new schoolhouse at Homer quit work because the contractor insisted upon the men working steady time.

The Labor Commission intervened September 11. The strikers were all discharged and new men employed. Both crews were union bricklayers.

COOPERS, TERRE HAUTE.

On February 1, 1909, The Vigo Cooperage Company, of Terre Haute, declared it could no longer continue to operate its plant without reducing the wages of coopers employed about 25 per cent.

The proposition of reduction was rejected by the employes, and a strike was the result.

February 6, the Labor Commission intervened, but was unable to effect a settlement, as the coopers were confident they would be able to resist the demand for a reduction in wages.

Two weeks after the strike was declared the company agreed to restore former wages and the men returned to work.

CLAY WORKERS, BRAZIL.

At Brazil, May 15, 1910, about 800 clay workers employed in the brick and tile mills, went on strike because their demands for increased pay per hour and reduction in the number of hours per day employed, were refused by the employing mill owners.

The Labor Commission intervened and endeavored to effect a compromise with the employers and employees, but owing to the fact that the employees had recently organized a union, the employers refused to consider any mode of settlement that might be considered a recognition of the union, while the employees declared no settlement could be brought about other than with the union.

During the month of July the factories gradually resumed operations, the old employees returning to work with an increase in wages of about 15 per cent.

The union was not recognized by the employers.

TIN PLATE WORKERS, ELWOOD.

On July 1, 1910, the working relation existing for thirty-four years between the American Sheet and Tin Mill Company and the Amalgamated Association of Iron, Steel and Tin Workers was severed at all of the mills in Indiana, Ohio and West Virginia, and a strike was called by the workmen. At Elwood more than 700 men were affected.

The Amalgamated Association, in convention at Detroit, May 2, 1909, resolved for the continuance of the 1908 scale of wages for 1909, and so notified the American Mill Company. The company ignored the notification from the tin workers and posted notices in all of their mills informing the employees that after July 1, 1909, the "open shop" policy would be declared.

The Labor Commission made repeated efforts to effect a compromise, but the local union at Elwood could not agree on any settlement unless sanctioned by the executive board of the national organization, and that any settlement agreed upon must include all the locals in the three States involved.

Responding to the request of the Labor Commission of Ohio, the Indiana Commission went to Pittsburg to join the Commissions of West Virginia and Ohio in an effort to accomplish something that might end the strike. At Pittsburg the representatives of the American Company were more arbitrary than local representatives, and refused to confer with the Joint Commission.

This strike has been one of the most prolonged and bitterly contested of any in recent years, and has been practically lost by the tin workers' organization.

WEAVERS, SOUTH BEND.

On April 12, 1910, fifty-eight weavers employed by the South Bend Woolen Company walked out on strike because the boss weaver had been discharged. The weavers all belonged to the Textile Workers' Union, and demanded the reinstatement of their foreman, which the company refused to do.

The Labor Commission responded to two different requests to make an effort to bring about a settlement of the trouble. Nothing could be accomplished, largely for the reason that the company had declared for the "open shop" and would not recognize their old employes as a union; they were importing non-union weavers as fast as possible and sending some of their orders to other mills to be filled.

The striking weavers were equally firm in their stand for recognition of the union and declared their intention of remaining on strike until such settlement could be effected. Many of the strikers left town.

On Monday, September 19, the strike was called off by the union and the textile workers returned to work at the same wages and conditions prevailing before the strike.

CAR REPAIRERS, BEDFORD.

On August 12, 1910, twenty-five men employed on car repairing in the Southern Indiana shops at Bedford demanded an increase in wages of four cents per hour, and because the demand was refused, went out on strike.

August 15, the Labor Commission intervened. The master mechanic agreed that if, upon investigation, it could be shown that any other repair shops in Southern Indiana was paying more than the Bedford shops, his company would increase the pay of the men on strike in like sums.

The workmen were inclined to look upon this as a fair agreement, and at once returned to work after being idle two days.

No labor organizations were involved. Wages paid is twenty-one cents per hour.

ICE MEN, TERRE HAUTE.

On May 10, 1910, sixty-eight men employed by four firms of ice dealers in Terre Haute went on strike because their demand was refused for an increase from \$55 per month to \$2.50 per day, and recognition of the Ice Drivers' Union, which is a local of the Teamsters' Union.

On the same date the Labor Commission intervened, but the employing firms involved were so determined in their stand against recognition of the union, and the strikers equally positive they would not return to work under any other conditions, that the Commission was unable to accomplish any sort of a settlement.

A national representative of the team drivers' organization was sent for by the local union, and upon his arrival plans were perfected to start a system of ice delivery by the strikers. Ice in large quantities was shipped to Terre Haute; teams were employed and the contest for supremacy between the Ice Drivers' Union and the local manufacturers was on. For several days the strikers sold and delivered most of the ice consumed, and for about three weeks one of the most orderly strikes ever conducted prevailed. An agreement was finally arrived at whereby the strikers should return to work, the employers granting the increase and no recognition of the union considered.

BUILDING CRAFTS, EVANSVILLE.

On April 1, 1910, the most stubbornly contested strike during the biennial period covered by this report was precipitated at Evansville, involving 250 carpenters, thirty lathers, forty tinnerns and twenty-five electricians, all members of the unions of their various crafts.

Previous demands had been made of the contractors by the Carpenters' Union for an increase in wages from 40 cents per hour and a reduction in working time from forty-eight hours per week to forty-four hours per week. The tinnerns asked an increase in pay from 37½ cents per hour to 45 cents per hour and reduction in time from forty-eight hours to forty-four hours per week. The lathers were receiving \$2.25 per 1,000 for puttings on laths, and asked a raise to \$2.50 per 1,000, with a reduction in working hours per week. Mill men wanted an increase of pay from 32½ cents per hour to 37½ cents per hour, and a reduction in working time from

forty-eight to forty-four hours per week. The contractors joined in a unanimous refusal to grant any of the demands.

April 5, the Labor Commission intervened, but could not accomplish any sort of compromise, as both parties to the controversy were confident of winning the contest. The contractors claimed the wages paid and working conditions were equal to, and in some instances better paid than elsewhere in the State, excepting the towns in the jurisdiction of Chicago.

April 13, the employing contractors met and perfected an organization to be known as the Builders' Co-Operative Association, and passed resolutions declaring for an "open shop" policy. The new association was composed of forty-nine members of the Master Builders' Association, four members of the Electrical Contractors' Association, seven members of the Millmen's Association, seven members of the Contracting Plasterers' Association, eleven members of the Master Plumbers' Association, twenty-six members of the Master Sheet Metal Workers, twenty members of the Master Painters' Association and four members of the Master Steam Fitters' Association.

Thursday, April 14, the Contractors' Association notified Mr. Wm. Loos, general organizer for the Carpenters' Union, that the association committee would meet with a committee representing the Building Trades Council, and a meeting was arranged for 4 o'clock p. m. At the conference the Building Trades Council was asked to state its demands in detail, and after doing so was informed by the association that the contractors would go into conference and determine upon their course of action and make reply by 9 o'clock the same evening. The following is the conclusion and reply of the Contractors' Association to the Building Trades Council:

EVANSVILLE, INDIANA, April 14, 1910.

To the Members of Carpenters' and Joiners' Local No. 90; Electrical Workers' Union No. 604; Amalgamated Tin and Sheet Iron Workers' Local No. 96; Lathers' Union No. —:

Gentlemen—We, the undersigned, by our representatives, having carefully considered the proposed rules and regulations submitted to us for the government of employers of union carpenters, tinnerns, electrical workers, lathers and mill hands for the year 1910; and deeming the same unjust, arbitrary, and not in harmony with the present conditions of the city of Evansville, do hereby notify you that our association can not comply with your demands without great hardship to the laboring men, to ourselves, and to our community; and we therefore declare an "open shop," without

restrictions as to the relationship of the employes to the trade organizations, fraternal organizations, politics, or church.

We trust that you will understand our position; will recognize the justice of it and will be willing to go back to work under the new conditions. Our shop will be open Friday, April 18, 1910.

Very truly yours,

Master Builders' Association, George L. Miller, J. R. Anderson, M. J. Hoffman, Committee.

Master Sheet Metal Workers' Association, Wm. Schnakenburg, A. P. Schmitt, Charles E. Pfender, Committee.

Millmen's Association, Charles Johann, Wm. H. Schnute, Theo. E. Reichtin, Committee.

Electrical Contractors' Association, A. L. Swanson, David Helman, Jr., C. E. Jett, Committee.

We the following associations have no grievance with our employes but we heartily endorse the above.

Contracting Plasterers' Association, J. W. Spain, J. T. Herron, J. Reisinger, Committee.

Master Painters' Association, Leon Sachs, Charles E. Woods, R. W. Settles, Committee.

Master Plumbers' Association, E. B. DeChamp, S. A. Schmitt, Wm. J. Wooley, Committee.

Master Steamfitters' Association, John O'Donald, E. A. Schmitt, H. S. Newman, Committee.

Brickmen's Association, James Scarborough, Henry Moers, George W. Goodge, Committee.

The declaration for the "open shop" policy by the newly formed Co-Operative Association, meant a lockout to all unions of the building crafts not involved in the demands for increased wages and reduction in hours. The new association stated they were willing, and in fact preferred to retain old employes, with few exceptions, but that such employes must negotiate employment as individuals. To this proposition the union rebelled, and the general building crafts strike occurred, involving more than 1,000 men.

Several attempts were made by the Labor Commission and by business men of Evansville to effect a compromise. The strikers offered to arbitrate or accept any sort of reasonable compromise settlement, but the Builders' Association stood firm for the "open shop."

On August 17, the Carpenters' Union officially declared its strike ended, and directed its members to secure employment where they could. The other crafts involved are, at the time this report is made, still contesting with the Co-Operative Association.

APPENDIX.

LAW CREATING INDIANA LABOR COMMISSION.

CHAPTER CXXVIII.

AN ACT providing for the creation of a Labor Commission, and defining its duties and powers, and providing for arbitrations and investigations of labor troubles; and repealing all laws and parts of laws in conflict with this act.

[S. 228. Approved February 28, 1899.]

Section 1. That there shall be, and is hereby created a commission to be composed of two electors of the State, which shall be designated the Labor Commission, and which shall be charged with the duties and vested with the powers hereinafter enumerated.

Sec. 2. The members of said Commission shall be appointed by the Governor, by and with the advice and consent of the Senate, and shall hold office for four years and until their successors shall have been appointed and qualified. One of said Commissioners shall have been for not less than ten years of his life an employe for wages in some department of industry in which it is usual to employ a number of persons under single direction and control, and shall be at the time of his appointment affiliated with the labor interest, as distinguished from the capitalist or employing interest. The other of said Commissioners shall have been for not less than ten years an employer of labor for wages in some department of industry in which it is usual to employ a number of persons under single direction and control, and shall be at the time of his appointment affiliated with the employing interest as distinguished from the labor interest. Neither of said Commissioners shall be less than forty years of age; they shall not be members of the same political party, and neither of them shall hold any other State, county, or city office in Indiana during the term for which he shall have been appointed. Each of said Commissioners shall take and subscribe an oath, to be endorsed upon his commission, to the effect that he will punctually, honestly and faithfully discharge his duties as such Commissioner.

Sec. 3. Said Commission shall have a seal and shall be provided with an office at Indianapolis, and may appoint a secretary who shall be a skillful stenographer and typewriter, and shall receive a salary of six hundred dollars per annum and traveling expenses for every day spent in the discharge of duty away from Indianapolis.

Sec. 4. It shall be the duty of said Commissioners upon receiving creditable information in any manner of the existence of any strike, lockout, boycott, or other labor complication in this State, to go to the place where such complication exists, put themselves into communication with the parties to the controversy and offer their services as mediators between them. If they shall not succeed in effecting an amicable adjustment of the controversy in that way they shall endeavor to induce the parties to submit their differences to arbitration, either under the provisions of this act or otherwise, as they may elect.

Sec. 5. For the purpose of arbitration under this act, the Labor Commissioners and the judge of the circuit court of the county in which the business in relation to which the controversy shall arise, shall have been carried on, shall constitute a Board of Arbitrators, to which may be added, if the parties so agree, two other members, one to be named by the employer and the other by the employees in the arbitration agreement. If the parties to the controversy are a railroad company and employees of the company engaged in the running of trains, any terminal, within this State, of the road, or of any division thereof, may be taken and treated as the location of the business within the terms of this section for the purpose of giving jurisdiction to the Judge of the Circuit Court to act as a member of the Board of Arbitration.

Sec. 6. An agreement to enter into arbitration under this act shall be in writing, and shall state the issue to be submitted and decided, and shall have the effect of an agreement by the parties to abide by and perform the award. Such agreement may be signed by the employer as an individual, firm or corporation, as the case may be, and the execution of the agreement in the name of the employer by an agent or representative of such employer then and theretofore in control or management of the business or department of business in relation to which the controversy shall have arisen, shall bind the employer. On the part of the employees, the agreement may be signed by them in their own person, not less than two-thirds of those concerned in the controversy signing, or

it may be signed by a committee by them appointed. Such committee may be created by election at a meeting of the employes concerned in the controversy at which not less than two-thirds of all such employes shall be present, which election and the fact of the presence of the required number of employes at the meeting shall be evidenced by the affidavit of the chairman and secretary of such meeting attached to the arbitration agreement, but any employe concerned in any such controversy shall be accorded a hearing before such Board. If the employes concerned in the controversy, or any of them, shall be members of any labor union or workmen's society, they may be represented in the execution of said arbitration agreement by officers or committeemen of the union or society designated by it in any manner conformable to its usual methods of transacting business, and others of the employes represented by committee as hereinbefore provided.

Sec. 7. If upon any occasion calling for the presence and intervention of the Labor Commissioners under the provisions of this act, one of said Commissioners shall be present and the other absent, the Judge of the Circuit Court of the county in which the dispute shall have arisen, as defined in section five, shall upon the application of the Commissioners present, appoint a Commissioner pro tem. in the place of the absent Commissioner, and such Commissioner pro tem. shall exercise all the powers of a Commissioner under this act until the termination of the duties of the Commission with respect to the particular controversy upon the occasion of which the appointment shall have been made, and shall receive the same pay and allowances provided by this act for the other Commissioners. Such Commissioner pro tem. shall represent and be affiliated with the same interests as the absent Commissioner.

Sec. 8. Before entering upon their duties the arbitrators shall take and subscribe an oath or affirmation to the effect that they will honestly and impartially perform their duties as arbitrators and a just and fair award render to the best of their ability. The sittings of the arbitrators shall be in the court room of the Circuit Court, or such other place as shall be provided by the County Commissioners of the county in which the hearing is had. The Circuit Judge shall be the presiding member of the Board. He shall have power to issue subpoenas for witnesses who do not appear voluntarily, directed to the Sheriff of the county, whose duty it shall be to serve the same without delay. He shall have power to administer oaths and affirmations to witnesses, enforce order, and direct

and control the examinations. The proceedings shall be informal in character, but in general accordance with the practice governing the Circuit Courts in the trial of civil causes. All questions of practice, or questions relating to the admission of evidence shall be decided by the presiding member of the Board summarily and without extended argument. The sitting shall be open and public, or with closed doors, as the Board shall direct. If five members are sitting as such Board three members of the Board agreeing shall have power to make an award, otherwise two. The Secretary of the Commission shall attend the sittings and make a record of the proceedings in shorthand, but shall transcribe so much thereof only as the Commission shall direct.

Sec. 9. The arbitrators shall make their award in writing and deliver the same with the arbitration agreement and their oath as arbitrators to the Clerk of the Circuit Court of the county in which the hearing was had, and deliver a copy of the award to the employer, and a copy to the first signer of the arbitration agreement on the part of the employees. A copy of all the papers shall also be preserved in the office of the Commission at Indianapolis.

Sec. 10. The Clerk of the Circuit Court shall record the papers delivered to him as directed in the last preceding section, in the order book of the Circuit Court. Any person who was a party to the arbitration proceedings may present to the Circuit Court of the county in which the hearing was had, or the Judge thereof in vacation, a verified petition referring to the proceedings and the record of them in the order book and showing that said award has not been complied with, stating by whom and in what respect it has been disobeyed. And thereupon the Court, or Judge thereof in vacation shall grant a rule against the party or parties so charged, to show cause within five days why said award has not been obeyed, which shall be served by the Sheriff as other process. Upon return made to the rule the Judge or Court, if in session, shall hear and determine the questions presented and make such order or orders directed to the parties before him in personam, as shall give just effect to the award. Disobedience by any party to such proceedings of any order so made shall be deemed a contempt of the court and may be punished accordingly. But such punishment shall not extend to imprisonment except in case of willful and contumacious disobedience. In all proceedings under this section the award shall be regarded as presumptively binding upon the employer and all employees who were parties to the controversy

submitted to arbitration, which presumption shall be overcome only by proof of dissent from the submission delivered to the arbitrators, or one of them, in writing before the commencement of the hearing.

Sec. 11. The Labor Commission, with the advice and assistance of the Attorney-General of the State, which he is hereby required to render, shall make rules and regulations respecting proceedings in arbitrations under this act not inconsistent with this act or the law, including forms, and cause the same to be printed and furnished to all persons applying therefor, and all arbitration proceedings under this act shall thereafter conform to such rules and regulations.

Sec. 12. Any employer and his employees, between whom differences exist which have not resulted in any open rupture or strike, may of their own motion apply to the Labor Commission for arbitration of their differences, and upon the execution of an arbitration agreement as hereinbefore provided, a Board of Arbitrators shall be organized in the manner hereinbefore provided, and the arbitration shall take place and the award be rendered, recorded and enforced in the same manner as in arbitrations under the provisions found in the preceding sections of this act.

Sec. 13. In all cases arising under this act requiring the attendance of a Judge of the Circuit Court as a member of an Arbitration Board, such duty shall have precedence over any other business pending in his court, and if necessary for the prompt transaction of such other business it shall be his duty to appoint some other Circuit Judge, or Judge of a Superior or the Appellate or Supreme Court to sit in the Circuit Court in his place during the pendency of such arbitration, and such appointee shall receive the same compensation for his services as is now allowed by law to Judges appointed to sit in case of change of Judge in civil actions. In case the Judge of the Circuit Court, whose duty it shall become under this act to sit upon any Board of Arbitration, shall be at the time actually engaged in a trial which can not be interrupted without loss and injury to the parties, and which will in his opinion continue for more than three days to come, or is disabled from acting by sickness or otherwise, it shall be the duty of such Judge to call in and appoint some other Circuit Judge, or some Judge of a Superior Court, or the Appellate or Supreme Court, to sit upon such Board of Arbitrators, and such appointed Judge shall have the same power and perform the same duties as member of the

Board of Arbitration as are by this act vested in and charged upon the Circuit Judge regularly sitting, and he shall receive the same compensation now provided by law to a Judge sitting by appointment upon a change of Judge in civil cases, to be paid in the same way.

Sec. 14. If the parties to any such labor controversy as is defined in section four of this act shall have failed at the end of five days after the first communication of said Labor Commission with them to adjust their differences amicably, or to agree to submit the same to arbitration, it shall be the duty of the Labor Commission to proceed at once to investigate the facts attending the disagreement. In this investigation the Commission shall be entitled, upon request, to the presence and assistance of the Attorney-General of the State, in person or by deputy, whose duty it is hereby made to attend without delay, upon request by letter or telegram from the Commission. For the purpose of such investigation the Commission shall have power to issue subpoenas, and each of the Commissioners shall have power to administer oaths and affirmations. Such subpoena shall be under the seal of the Commission and signed by the Secretary of the Commission, or a member of it, and shall command the attendance of the person or persons named in it at a time and place named, which subpoena may be served and returned as other process by any Sheriff or Constable in this State. In case of disobedience of any such subpoena, or the refusal of any witness to testify, the Circuit Court of the county within which such subpoena was issued, or the Judge thereof in vacation, shall, upon the application of the Labor Commission, grant a rule against the disobeying person or persons, or the person refusing to testify, to show cause forthwith why he or they should not obey such subpoena, or testify as required by the Commission, or be adjudged guilty of contempt, and in such proceedings such court, or the Judge thereof in vacation, shall be empowered to compel obedience to such subpoena as in the case of subpoena issued under the order and by authority of the court, or to compel a witness to testify as witnesses in court are compelled to testify. But no person shall be required to attend as a witness at any place outside the county of his residence. Witnesses called by the Labor Commission under this section shall be paid \$1 per diem fees out of the expense fund provided by this act, if such payment is claimed at the time of their examination.

Sec. 15. Upon the completion of the investigation authorized by the last preceding section, the Labor Commission shall forthwith report the facts thereby disclosed affecting the merits of the controversy in succinct and condensed form to the Governor, who, unless he shall perceive good reason to the contrary, shall at once authorize such report to be given out for publication. And as soon thereafter as practicable, such report shall be printed under the direction of the Commission and a copy shall be supplied to any one requesting the same.

Sec. 16. Any employer shall be entitled, in his response to the inquiries made of him by the Commission in the investigation provided for in the two last preceding sections, to submit in writing to the Commission, a statement of any facts material to the inquiry, the publication of which would be likely to be injurious to his business, and the facts so stated shall be taken and held as confidential, and shall not be disclosed in the report or otherwise.

Sec. 17. Said Commissioners shall receive a compensation of eighteen hundred dollars each per annum, and actual and necessary traveling expenses while absent from home in the performance of duty, and each of the two members of a Board of Arbitration chosen by the parties under the provisions of this act shall receive five dollars per day compensation for the days occupied in service upon the Board. The Attorney-General, or his deputy, shall receive his necessary and actual traveling expenses while absent from home in the service of the Commission. Such compensation and expenses shall be paid by the Treasurer of State upon warrants drawn by the Auditor upon itemized and verified accounts of time spent and expenses paid. All such accounts, except those of the Commissioners, shall be certified as correct by the Commissioners, or one of them, and the accounts of the Commissioners shall be certified by the Secretary of the Commission.

Sec. 18. For the payment of the salary of the Secretary of the Commission, the compensation of the Commissioners and other arbitrators, the traveling and hotel expenses herein authorized to be paid, and for witness fees, stationery, postage, telegrams and office expenses there is hereby appropriated out of any money in the treasury not otherwise appropriated, the sum of five thousand dollars for the year 1901 and five thousand dollars for the year 1902.

Sec. 19. All laws and parts of laws conflicting with any of the provisions of this act are hereby repealed.

